

UG-2290

A G R E E M E N T

BETWEEN:

TOWNSHIP OF UNION IN THE COUNTY
OF UNION, a Municipal corporation,

AND:

LOCAL NO. 46, FIREMEN'S MUTUAL
BENEVOLENT ASSOCIATION,
(FMBA).

DATED: MARCH 20, 1973

LAW OFFICES
KENN. GOLLAITSCHER & JACOPINO
100 STUYVESANT AVENUE
UNION, NEW JERSEY 07083

THIS AGREEMENT made this 20th day of March, 1973,

BETWEEN: The Township of Union in the County of Union, a Municipal corporation, hereinafter referred to as 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:

WITNESSETH:

WHEREAS the parties hereto did heretofore on November 28, 1972, enter into a certain contract; and

WHEREAS on December 1, 1972, negotiations were commenced on the demands of the FMBA for the year 1973; and

WHEREAS negotiating sessions have been held between the parties hereto; and

WHEREAS as a result of said negotiating sessions certain provisions of the aforementioned contract by mutual agreement are to be amended:

NOW THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR and other valuable considerations the parties hereto do agree that the aforementioned contract of November 28, 1972, be and the same is hereby amended as follows:

1. Article IIA shall read as follows:

A. The members of the Fire Department shall be entitled to twelve paid holidays for the year 1973.

2. Article III A shall read as follows:

A. The clothing allowance for the year 1973 shall be One Hundred Ninety Dollars (\$190.00) which shall be used for the replacement of clothing and shall be paid upon the submission of a voucher showing the purchase of said clothing.

3. Two new sections, designated as "C" and "D" shall be added to Article IV and the same shall read as follows:

LIBRARY
Management and
Labor Relations

9 1976

C. Effective April 1, 1973, the \$7500.00 ceiling presently existing with reference to Blue Shield coverage shall be removed.

D. Effective March 1, 1973, the Township will pay the premium required for the continuance of Blue Cross with Rider J, Blue Shield and Major Medical insurance as may be presently in existence, for each member of the department retiring after twenty-five (25) years of active service with the department providing said member serves as a member of the department until his 60th birthday.

4. Article V B shall read as follows:

B. Compensation for overtime shall be paid in accordance with the statute presently in force, namely, time and one-half the prevailing hourly wage rate. If a member of the department is obliged to continue on duty after his ordinary tour of duty he is to be paid at the aforesaid rate for a minimum of two hours regardless of the number of hours actually worked. If called back to duty after having gone off duty he will be paid for a minimum of four hours regardless of the number of hours actually worked. If a member of the department is called back to duty on his off day he will be paid for a minimum of eight hours regardless of the number of hours actually worked.

5. Article VI A is supplemented to add thereto the following:

A. *** 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.

At least one captain 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.

Both foregoing paragraphs are effective
January 1, 1974.

6. The last sentence of Article VI B shall read as follows:

B. Schedule to be completed by December 15, 1973, for the year 1974.

7. Article VI G shall read as follows:

G. 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 period 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.

8. A new section is added to Article VII B to read as follows:

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.

9. Article VII C-6 is amended to delete the words "Effective January 1, 1973". The sentence will now begin: "In the event of the honorable separation each member . . ."

10. Article VII E-1 is amended to delete the words "For the year 1972". The sentence will now begin: "Each member.

11. Article IX A shall read as follows:

A. Salary scale for the year 1973 shall be as set forth on Schedule "C" attached hereto.

12. Article XII E shall read as follows:

E. The Township agrees to commence contract negotiations with the FMBA not later than September 15th of each year. If no agreement is reached and a contract executed by Jan. 1st of the following year then either party hereto has the right to declare an impasse and refer the matter to the New Jersey Public

Employment Relations Commission for the appointment of a mediator.

13. Article XV C is supplemented to provide for the attendance of the assistant executive delegate at the meetings to which the executive delegate is authorized to be absent from duty for the purpose of attending said meetings.

14. Article XV I shall read as follows:

E. 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 firemen first class is, for the purpose of this contract determined to be \$96.48. All other ranks shall be paid in the same ratio.

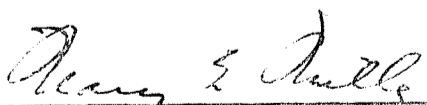
15. Article XXII shall read as follows:

This contract is for a period of one year expiring on December 31, 1973, provided, however, that all of the terms and provisions hereof shall continue in full force and effect until the execution of a new contract.

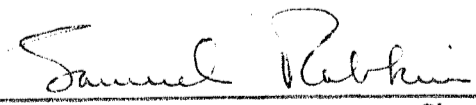
16. All provisions of the contract dated November 28, 1972, not inconsistent herewith are intended to continue for the same period set forth in item 14 above.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by the 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 hereto, all on the day and year first above written.

ATTEST:


Mary E. Miller, Township Clerk

TOWNSHIP OF UNION IN THE COUNTY
OF UNION

By: 
VICE Chairma

of the Township Committee of the Town
ship of Union in the County of Union

LOCAL NO. 46 FIREMEN'S MUTUAL
BENEVOLENT ASSOCIATION

ATTEST:

By: Robert F. Haderer
Robert F. Haderer, President

Monica L. Henderson
Secretary

SCHEDULE C

Deputy Fire Chief		\$15,560.00
Deputy Fire Chief - assigned to Training Division		\$15,760.00
Administrative Officer		15,760.00
Fire Captain		13,570.00
Fire Captain - assigned to Training Division		13,770.00
Fire Captain - Assigned to Fire Prevention Bureau		13,770.00
Fire Captain - assigned to Records Division		13,770.00
Firemen		
Assigned to Fire Prevention Bureau		11,900.00
Assigned to Training Division		11,900.00
Firemen: -	<u>Appointed Previous to March 1, 1973</u>	<u>Appointed Subsequent to March 1, 1973</u>
First Class	\$11,700.00	\$11,700.00
Second Class	11,500.00	11,300.00
Third Class	11,400.00	11,000.00
* Fourth Class	11,000.00	10,800.00
Fifth Class		10,500.00
*Appointees prior to January 1, 1973		\$11,000.00
*Appointees subsequent to January 1, 1973		10,600.00
Mechanical Repairman- Assistant		10,070.00
Mechanical Repairman		13,770.00
Hydrant Repairman		9,060.00

For purposes of clarity, the parties hereto do agree that the intent of the above schedule with reference to the "Fourth Class" is that those members of the department appointed prior to January 1, 1973, shall, for the year 1973, be entitled to an annual salary of \$11,000.00.

Those members of the Fourth Class appointed subsequent to 1/1/73 shall be entitled to an annual salary for the year 1973 of \$10,600

The "Fifth Class" pertains to new appointments that will be made subsequent to the date of this agreement. The salary in that instance shall be \$10,500.