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GENERAL AGREEMENT

JANUARY 1, 1974 - to - DECEMBER 31, 1975

This agreement is made and entered into, by and between
THE TOWN OF WEST NEW YORK, a Municipality in the County
of Hudson, State of New Jersey, hereinafter referred to
as the "EMPLOYER",

and

THE WEST NEW YORK UNIFORMED FIRE FIGHTERS ASSOCIATION,
LOCAL #620, AFFILIATED WITH THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, A.F.L.-C.I.O., hereinafter referred to
as the "UNION", for the purpose of reaching a mutual
understanding, promote harmonious relations, effect good
and efficient service, and both parties agree to be
bound by all the terms and conditions of this agreement.

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ARTICLE I: UNION RECOGNITION

Section 1: The "EMPLOYER" hereby recognizes the "UNION" as the sole and exclusive negotiating agent for all members of the West New York Fire Department as set forth in Article II, Section 1 of this agreement, for the purpose of collective negotiations with respect to rate of pay, wages, hours of work, working conditions, grievance provisions, and all terms and conditions of employment within the limits fixed by State law.

Section 2: The "EMPLOYER" agrees to deduct from the pay of all members of the "UNION" any initiation fee, dues, and assessments as required by the "UNION" rules and regulations. All such deductions shall be remitted to the proper official of the "UNION" before the expiration of each calendar month provided that each employee has filed with the Town Clerk the consent required by State law.

ARTICLE II: SCOPE OF AGREEMENT

Section 1: Employees covered by this agreement shall be construed to mean all members of the West New York Fire Department with the permanent Civil Service

classification of ^{FIRE FIGHTER,} Fireman.

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Section 2: This agreement shall govern all terms and conditions of employment as herein set forth.

Section 3: This agreement shall be binding on the parties hereto, their heirs, successors, administrators, executors and/or assigns.

ARTICLE III: UNION ACTIVITIES

Section 1: Employees, not to exceed three (3), who are elected officers, delegates, trustees and/or alternates of the "UNION" or who have been elected to State or International office, shall be granted time off from normal duties to attend the following designated conventions: (1) A.F.L.-C.I.O. State Convention-annual -- 3 days; (2) A.F.L.-C.I.O. International Convention-annual -- 3 to 4 days; (3) I.A.F.F. International Convention-bi-annual -- 5 to 6 days; (4) I.A.F.F. State Convention-yearly -- 3 days; (5) First District I.A.F.F. Convention - 1 day convention.

Request for permission to attend a designated convention shall be submitted by the "UNION" at least forty-five (45) days prior to the date of the convention.

An answer with respect to said request shall be given within ten (10) days after the request is made.

Employees, not to exceed three (3), may be granted time off to attend State meetings and State Legislative sessions when bills affecting the welfare of the "UNION" are under the agenda providing divisional operations are not impeded.

Section 2: Authorized representatives of the "UNION" not to exceed three (3), shall be permitted to visit the Fire Headquarters, Fire Houses or the Office of the Fire Director for the purposes of ascertaining whether or not this agreement is being observed. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the officer in charge, or in his absence, his authorized representative. The "UNION" representative shall not interfere with the normal conduct of work within the Fire Department.

Section 3: The "EMPLOYER" agrees that he will not discriminate against any employee because of his office, membership, or activities in, with, or on behalf of the "UNION".

ARTICLE IV: ASSIGNMENTS

Section 1: The "UNION" agrees that all vacancies and promotions in the Department shall be made by the "EMPLOYER" in accordance with prevailing Civil Service laws.

Section 2: Where a permanent vacancy exists, the practice of appointing employees to high ranks in an acting capacity is discouraged and it is agreed that such higher ranks shall be filled as soon as possible as provided by law.

Section 3: Temporary assignments to higher rank during vacation, sick leave or other leave, shall continue to be made by the "EMPLOYER" in conformity with Civil Service Rules and Regulations.

Section 4: Any employee not desiring to serve in a temporary acting capacity may refuse to do so without prejudice. However, if there are no volunteers, the "EMPLOYER" may assign any employee to such position. When any employee is assigned by competent authority to work out of title at a higher rank than his regular rank for thirty (30) days or more, he shall be compensated for working in that position at the rate for that rank retro-

active to the first day in said rank.

ARTICLE V: WORK DAY AND WORK WEEK

Section 1: The work week shall consist of forty-two (42) hours, performed on an eight (8) week cycle, as per ordinance 947, Section 3.

Section 2: The work day shall consist of two (2) ten (10) hour day tours, followed by forty-eight (48) hours off, and two (2) fourteen (14) hour night tours, followed by seventy-two (72) hours off.

ARTICLE VI: OVERTIME

Section 1: Any employee working in excess of his regular tour of duty, shall be paid at the rate of time and one-half (1-1/2) for all time so worked.

Section 2: All mandatory off duty details such as, but not limited to, parades, funerals, and special events, shall be considered as overtime.

Section 3: (a) Any employee spending thirty (30) minutes beyond his normal tour will be paid a minimum of one (1) hour at the overtime rate. (Both parties understand this clause to mean that if an employee works

up to thirty (30) minutes, he will not be reimbursed, but if he works more than thirty (30) minutes, he will be paid the minimum of one (1) hour at the overtime rate.

(b) Any employee recalled to duty before or after his regular shift, shall be guaranteed a minimum of four (4) hours at the overtime rate.

(c) If a "recall" is issued for any emergency, all personnel working on overtime at the time such recall is issued shall be subject to the provisions of ARTICLE VI, Section 3(b).

Section 4: Overtime shall be computed on the base salary excluding longevity of the employee at the time of its occurrence.

Section 5: It is agreed that an overtime duty roster will be posted in all stations, said roster to list all employees by seniority. In the event a need arises in the Department for overtime due to sickness, vacations, or other unforeseen circumstances, the Officer in charge shall use this roster to call an off-duty employee to work and be paid at the overtime rate. Employees will be called from this roster in rotation, so

that all men will have an equal opportunity to earn overtime. If an employee refuses an assignment he will be passed by until a complete cycle of the roster has been completed. This roster shall not apply to recalls for fires or emergencies. In the event the roster is exhausted, then the "EMPLOYER" may declare an emergency and assign any employee to fill such need.

Section 6: No employee shall be placed on standby unless he is compensated for such time on a straight time basis or compensatory time at the employee's discretion. If while on standby the employee is ordered to duty, Subsection 3(b) shall apply.

ARTICLE VII: HOLIDAYS

Section 1: Effective January 1, 1974, there shall be nine (9) holidays paid at an 8.4 hour base, per annum; effective January 1, 1975, there shall be ten (10) such paid holidays per annum. Holiday pay shall be paid in a lump sum no later than the first pay period in December.

Section 2: Whenever other municipal employees are excused by Executive Order of the President, Governor, Mayor, or Legislative Body, employees covered by this agreement, whether or not they are on duty,

will be granted a compensatory day off. It is agreed that this paragraph will not apply if the Town Hall is closed on the Friday after Thanksgiving or on Christmas Eve or New Year's Eve.

Section 3: All compensatory time received under this Article shall be cumulative.

ARTICLE VIII: VACATIONS AND VACATION PAY

Section 1: The vacation entitlement for "EMPLOYEE" shall be ten (10) work days and ten (10) work nights per year plus one compensatory day.

Section 2: Employees on sick leave shall not be placed on the vacation roster if the sick leave and vacation coincide. In the event of an employee's death, all vacation pay due him will be paid to his estate.

Section 3: Employees shall be permitted to exchange vacations without prejudice, or discrimination provided the substitute is of equal rank.

Section 4: The "EMPLOYER" shall assign vacations during the period of June 1st, to October 15th, and such assignments shall be rotated annually.

ARTICLE IX: SICK LEAVE

Section 1: Present standards of sick leave shall be maintained.

Section 2: An employee shall not have to produce a doctor's certificate to return to duty unless he has suffered an injury, or undergone any form of surgery, or is out sick for more than three (3) working days. If an employee reports sick on two (2) separate unrelated occasions during a calendar year, then the "EMPLOYER" may require him to submit a doctor's certificate for any subsequent sickness during that calendar year before he returns to duty regardless of the length of sickness. The "EMPLOYER" shall uniformly require a doctor's certificate before the employee's return to duty when an employee reports sick on more than two separate unrelated occasions during a calendar year.

ARTICLE X: LINE OF DUTY INJURY

Section 1: When an employee is injured in the line of duty, the "EMPLOYER" agrees to bear the cost of all medical, surgical, therapeutic, and pharmaceutical bills.

Section 2: An employee hospitalized with line of duty injuries will be provided with semi-private accommodations at the minimum provided such accommodations are available.

Section 3: An employee injured in the line of duty reserves the right to be treated by a Physician and/or Surgeon of his own choice, whose fees will be paid by the "EMPLOYER" provided authorization is first obtained from the "EMPLOYER", which authorization shall not be unreasonably withheld.

ARTICLE XI: WAGES AND PENSION

Section 1: The salary of the employees covered by this agreement will be as follows:

	<u>Commencing January 1, 1974</u>	<u>Commencing January 1, 1975</u>	<u>Commencing July 1, 1975</u>
Fireman, First Year of Service	\$10,400.00	\$11,100.00	\$11,300.00
Fireman, Second Year of Service	\$11,000.00	\$11,700.00	\$11,900.00
Fireman, Third Year of Service	\$11,600.00	\$12,300.00	\$12,500.00

Section 2: Salary will be paid in regular weekly installments on the Thursday of each week. If a

holiday falls on a Thursday, then the pay will be distributed on the Wednesday of said week.

Section 3: The "EMPLOYER" agrees to provide all employees a Pension, as provided by State Law.

ARTICLE XII: LONGEVITY

Section 1: The "EMPLOYER" agrees to continue to pay longevity to all employees covered by this agreement according to the following scale, said longevity to be paid weekly with the employees' salary. Said longevity shall be included as part of employees' base salary for pension purposes.

	<u>Effective January 1, 1974</u>	<u>Effective January 1, 1975</u>
Beginning with Third Year of Service and ending with Fifth Year -----	2%	4%
Beginning with Sixth Year of Service and ending with Tenth Year -----	4%	6%
Beginning with Eleventh Year of Service and ending with Fifteenth Year -----	6%	8%
Beginning with Sixteenth Year -----	8%	10%

ARTICLE XIII: CLOTHING ALLOWANCE

Section 1: The "EMPLOYER" agrees to pay all employees covered by this agreement the amount of \$300.00 per year as a clothing allowance; said allowance to be increased to \$350.00 per year effective January 1, 1975. This payment is to be made on or before July 1st of each year.

ARTICLE XIV: MEDICAL-SURGICAL AND MAJOR MEDICAL

Section 1: The "EMPLOYER" agrees to provide the maximum coverage available with New Jersey Blue Cross and Blue Shield, including Rider J, at its own expense, to the employees covered by this agreement and their dependents.

Section 2: The "EMPLOYER" further agrees to provide a Major Medical Plan with the Travelers Insurance Company, at its own expense, to the employees covered by this agreement and their dependents. The present \$10,000.00 maximum coverage shall be increased to \$25,000.00.

Section 3: Effective January 1, 1975, the "EMPLOYER" agrees to pay the premium for currently existing New Jersey Blue Cross and Blue Shield coverage for West New York ~~Police~~^{FIRE FIGHTER}men who retire on or after January 1, 1975, until such retirees reach age 65. It is understood that such payment will not be made if the retiree has other similar hospital and medical-surgical insurance coverage.

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ARTICLE XV: UNIFORMS AND SAFETY EQUIPMENT

Section 1: The "UNION" agrees that the employees will purchase and maintain dress uniforms and work uniforms, and the following safety equipment:

HELMET, TURNOUT COAT, RUBBER BOOTS, GLOVES

ARTICLE XVI: EMERGENCY LEAVE AND COMPENSATORY TIME

Section 1: Employees shall be granted emergency leave, without loss of pay for the following reasons:

(a) Death in immediate family -- three (3) working days.

(b) Serious illness in immediate family including childbirth, necessitating the employee's presence, shall be granted at the discretion of the Chief of Department, and the Director of Public Safety, which discretion of leave shall not be unreasonable or arbitrarily exercised.

(c) The above leave may be extended at the discretion of the Chief of Department, and the Director of Public Safety.

(d) This Section shall not apply if the employee is on vacation or sick leave.

Section 2: Employees shall be granted preferential compensatory time off for the following reasons without prejudice providing the efficiency of the department shall not be affected:

(a) Baptism, Confirmation, Graduation, First Holy Communion, and Marriage in the employee's immediate family.

(b) When the employee takes an active part in any of the above ceremonies, e.g., best man, sponsor, etc.

It is understood that a fireman seeking preferential compensatory time shall give as much notice as is reasonable and practicable under the circumstances. Both parties understand that because of scheduling problems it is essential that the employee give notice as soon as possible after he learns of the date of the scheduled event.

Section 3: For the purpose of this Article the immediate family shall mean the following:

Wife, child, stepchild, ward, mother, father, step-mother, step-father, grandmother, grandfather, mother-in-law, father-in-law, guardian, brother, sister, brother-in-law, sister-in-law, grandchildren.

Section 4: The "EMPLOYER" agrees to allow time off to any employee, without discrimination, who provides a substitute who is of equal rank.

ARTICLE XVII: LEAVE OF ABSENCE, MILITARY LEAVE

Section 1: A leave of absence without pay may be granted to any permanent ^{FIRE FIGHTER} fireman who has been employed for a period of ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld.

Section 2: Employees entering the Military or

Naval Service, pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges as provided in the Act.

Section 3: Employees called to active duty under the above provisions will be granted eight (8) working days leave with pay, prior to induction.

Section 4: When the Military compensation of an employee is less than his salary, the "EMPLOYER" may pay the difference to the employee in monthly installments pursuant to authority by law and N.J.S.A. 38:23-3.

ARTICLE XVIII: REPRIMAND, SUSPENSION, DISCHARGE,
RESIGNATION, RETIREMENT

Section 1: Any employee served with a notice of charges, either written or verbal, by which he could be reprimanded, suspended, or discharged, shall have the right to be accompanied or represented by any authorized representative(s) of the "UNION" at said hearing, not limited to, nor excluding Legal Counsel.

Section 2: The "EMPLOYER" shall make very effort administratively to pay to any employee who shall

resign, be retired, or be discharged, all money due him on the pay day immediately following the termination of employment. Said pay shall include vacation pay, and cash in lieu of compensatory time due.

ARTICLE XIX: RIOTS AND POLICE DUTY

Section 1: Employees under this agreement shall not be required to perform any Police duties or assignments except in times of major emergency as determined by a proclamation issued by the Mayor of the existence of such emergency.

Section 2: Employees shall not be required to use hose streams on, or take any other active part in the quelling of a riot and/or mob.

Section 3: The "EMPLOYER" agrees to provide ample Police protection to the employees when it is necessary to enter a riot area for fire fighting purposes.

ARTICLE XX: MUTUAL AID

Section 1: The "EMPLOYER" will insure that any employee 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 had occurred out of an accident arising out of performance of duty while in the Town of West New York.

ARTICLE XXI: SANITARY FACILITIES

Section 1: All duty stations and the facilities within shall be maintained in good order by the "EMPLOYER". However, it shall be the responsibility of the employees to continue housekeeping and normal maintenance as per past practice.

ARTICLE XXII: PARITY

Section 1: The "EMPLOYER" agrees for the term of this contract that there shall be parity in pay and benefits by the employees covered by this agreement and the Town Police Department.

ARTICLE XXIII: RULES AND REGULATIONS

Section 1: The "UNION" agrees that the "EMPLOYER" has the right to maintain and enforce a reasonable set of rules and regulations covering the actions of the employees and the operation of the Department.

Section 2: The "EMPLOYER" agrees that all new, or modification of old rules and regulations, will be discussed with the authorized representative(s) of the "UNION" prior to their promulgation, and that proposed rules or regulations hereafter adopted by the "EMPLOYER" will not be in conflict with this or any successor agreement.

Section 3: The "EMPLOYER" agrees to give the "UNION" thirty (30) days notice in writing of any change or introduction of new rules and/or regulations of the Department. This shall not apply to general orders.

Section 4: The "EMPLOYER" agrees that as soon as practicable it will need with the "UNION" to revise the rules and regulations governing the Department, which rules and regulations shall be compatible with the terms of this agreement.

ARTICLE XXIV: APPARATUS INSPECTION

Section 1: All motor vehicle apparatus will comply with State inspection standards. The first maintenance and cleanliness of the vehicle shall be the responsibility of the employees as per past practice.

ARTICLE XXV: INSPECTION OF RECORDS

Section 1: Any authorized representative(s) of the "UNION" shall have the right to inspect the pay, health and welfare and pension records of the employees, at a mutually convenient time.

Section 2: The "UNION" represents that each and every member of the "UNION" has consented and does hereby authorize the inspection of his health and welfare record by the "UNION" when necessary to process a grievance or determine the existence of a grievance.

ARTICLE XXVI: MAINTENANCE OF STANDARDS

Section 1: The "EMPLOYER" agrees that all terms and conditions of employment including general orders, rules and regulations not covered by this agreement, shall remain in full force and effect at their highest standards until changed by negotiation with the "UNION".

Section 2: The "EMPLOYER" shall not enter into any agreement with any employee, or groups of employees, which in any way conflicts with the terms of this agreement.

ARTICLE XXVII: GRIEVANCE PROCEDURE

Section 1: The purpose of the grievance procedure shall be to settle all grievances between Firemen; between the Firemen and the "EMPLOYER"; and between the "UNION" and the "EMPLOYER", as quickly as possible, so as to insure efficiency and promote Firemen's morale.

A grievance is defined as any disagreement between the Firemen; between the Firemen and the "EMPLOYER", or between the "UNION" and the "EMPLOYER", involving the interpretation, application or violation of policies, agreements and the administrative decisions affecting them. Grievances shall be concerned with, but not limited to, employment, work conditions, light, heat, sanitary facilities, safety, type and location of work assignments, work load, and attitude of supervisors.

All grievances shall be set forth in writing. In the first instance, the "UNION" shall attempt to settle informally all grievances within the chain of command.

Section 2; If the grievance is not settled informally, then the "UNION" shall have the right to submit such grievance to the Chief of the Fire Department

or such person as he shall designate, in writing, with notice to the "UNION" of such designation. The grievance shall be decided within seven (7) calendar days after submissions.

Section 3: If the grievance shall not be settled informally, or by the procedure set forth in Section 2 above, the aggrieved shall have the right to submit such grievance to the Director of the Department of Public Safety. The grievance shall be decided within seven (7) calendar days after submission.

Section 4: If the grievance shall not be settled informally or by the Chief of the Fire Department, or by the Director of the Department of Public Safety, and if said grievance is not cognizable by Civil Service, then the "UNION" may request the New Jersey Public Employment Relations Commission to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding on all parties. The cost of arbitration shall be borne by the "EMPLOYER" and the "UNION" equally. The arbitrator shall have no right to vary or modify the terms of this agreement, and shall render

his decision within thirty (30) days of the close of hearing.

Section 5: The "UNION" President, or his authorized representative, may report an impending grievance to the Director of the Department of Public Safety or his designee, in an effort to forestall its occurrence.

Section 6: Any grievance must be presented within ten (10) days after the aggrieved person knew of the event or events upon which the claim is based or else such grievance shall be deemed waived.

Section 7: In the event of a dispute between the "UNION" and the "EMPLOYER", arising under or out of this agreement, which has not been settled by fact finding or mediation, the New Jersey Public Employment Relations Commission, pursuant to New Jersey State Law governing public employers and public employees, will appoint an arbitrator, and all parties agree to be bound by the decision of said arbitrator. Both parties understand that this Section shall not apply to a dispute over wages. The "EMPLOYER" also agrees that if permissive legislation is adopted by the Legislature

permitting towns to submit pay disputes to compulsory arbitration, it will agree to adopt the terms of a compulsory arbitration act on wage disputes.

ARTICLE XXVIII: SAVING CLAUSE

Section 1: Should any part or or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portion thereof and the parties agree that with respect to any clause so determined to be invalid the parties will immediately renegotiate said invalid clause so as to bring same within legal limits.

ARTICLE XXIX: APPLICABLE LAWS

Section 1: The provisions of this agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State law.

ARTICLE XXX: MANAGEMENT RIGHTS

Section 1: The Fire Department shall have con-

trol and direction of its operations. The employees and the "EMPLOYER" shall be subject to the rules and regulations of the Fire Department and the laws of the State of New Jersey and the rules and regulations of the Civil Service Department.

Section 2: The Fire Department shall exclusively determine all matters concerning the location of fire stations, plant structures, training and all other matters necessary to the operation of the Fire Department, except that such determination shall not be in conflict with this agreement.

Section 3: All members of the Department shall be subject to emergency call to duty at the discretion of the Chief or Deputy Chief in charge of the Fire Department.

ARTICLE XXXI: UNION NOTIFICATION

Section 1: Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the representatives of the "UNION" before they are established. Revision of existing rules shall be commenced within thirty (30) days of

execution of this agreement and expeditiously completed.

ARTICLE XXXII: DURATION OF AGREEMENT

Section 1: This agreement shall be effective as of January 1, 1974, and shall expire December 31, 1975. Both parties agree to commence negotiation for the year 1974⁶ no later than August 1, 197~~4~~⁵.

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Section 2: In the event that negotiations are not completed for a new agreement on the expiration date of this agreement, all parties agree that this agreement shall remain in full force and effect until such time as a new agreement is reached, but not exceeding ninety (90) days.

ARTICLE XXXIII: COOPERATION

The "UNION" and the "EMPLOYER" agree that they will cooperate in eliminating waste, improving training and efficiency, combating absenteeism and strengthening good will between the "EMPLOYER", the employees, the "UNION" and the public. The "UNION" agrees to support the "EMPLOYER's" effort to assure a normal day's work on the part of its employees.

IN WITNESS WHEREOF, the parties hereto set
their hands and seals this *21st* day of *June*
in the Year of Nineteen Hundred and Seventy-Four.

FOR THE EMPLOYER

THE TOWN OF WEST NEW YORK, A
MUNICIPAL CORPORATION IN THE COUNTY
OF HUDSON, STATE OF NEW JERSEY

By: *Paul A. Erbach*

PAUL A. ERBACH, DIRECTOR OF
THE DEPARTMENT OF PUBLIC SAFETY

By: *Anthony M. Defino*
ANTHONY M. DEFINO, MAYOR

ATTEST:

Raymond F. Gabriel
RAYMOND F. GABRIEL, TOWN CLERK

FOR THE UNION

WEST NEW YORK UNIFORMED FIRE
FIGHTERS ASSOCIATION, LOCAL 620
I.A.F.F.

By: *William Voorhis*

WILLIAM VOORHIS, PRESIDENT
LOCAL 620

ATTEST:

Ernest Boele

ERNEST BOELE, SECRETARY,
LOCAL 620