

AGREEMENT

BETWEEN

THE TOWNSHIP OF UNION

AND

LOCAL NO. 46

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

JANUARY 1, 2000 THROUGH DECEMBER 31, 2003

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This Agreement, made this ____ day of _____, 2000 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

The Firemen's Mutual Benevolent Association, Local No. 46, hereinafter referred to as the "FMBA" or "Association", party of the second part.

WITNESSETH,

Whereas, in accordance with said agreement, ongoing negotiations have been taking place, looking to the conclusion of an agreement for the years 2000, 2001, 2002, and 2003.

Whereas, the parties hereto have now concluded said negotiations and agreement has been reached.

Now, therefore, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the parties hereto do agree that the aforesaid contract between the parties of the first part and the parties of the second part, be and the same shall be ratified and shall remain in full force and effect until a future contract shall be ratified.

ARTICLE I RECOGNITION

A. The Township reaffirms its prior recognition of Local No. 46, Firemen's Mutual Benevolent Association, as the sole and exclusive representative for the uniform ranks of all the Fire Department, excluding the Chief of the Department and the Superior Officers thereof.

B. The parties hereto agree, that the FMBA has the right to negotiate concerning salaries, hours of work, and other terms and conditions of employment, including fringe benefits and working conditions and grievances for the personnel covered by this contract.

C. The hydrant man on the salary roll of the Fire Department of the Township of Union as of the date of this contract shall be afforded the privileges of this contract, notwithstanding that they are civilian employees of the Fire Department. Any future non-uniformed civilian employees shall not be covered by this contract.

ARTICLE II
ACTING CAPACITY

Any employee who is directed by a superior to perform services of a type required of an employee of a higher rank for a period of one (1) full work day shall be considered as acting in the capacity of that higher rank and shall be paid at the rate of pay of the higher rank.

ARTICLE III
ASSOCIATION RIGHTS AND PRIVILEGES

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

C. The Chief shall permit the FMBA the use of one bulletin board in each firehouse for the posting of notices concerning the FMBA business activities. Such notices must not contain obscene, defamatory or offensive language.

D. The Township shall permit the FMBA reasonable use of the copy machines, typewriters, desks and other related clerical items during such times that they are not in use for Fire Department business.

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

F. 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 the FMBA.

G. 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.

ARTICLE IV
DUES DEDUCTION AND AGENCY SHOP

A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Employer and the FMBA and consistent with applicable law), the Employer agrees to deduct membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the FMBA during the full term of this Agreement and any extension or renewal thereof. The Employer shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the FMBA.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the FMBA shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change.

C. The FMBA will provide the necessary "check-off authorization" form to its new members and the FMBA will secure the signatures of its members on the forms and deliver the signed forms to the Employer. The authorization of all current FMBA members already in the possession of the Township shall remain effective during the term of this Agreement. The FMBA shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon the salary deduction authorization forms submitted by the FMBA to the Employer.

D. The Employer will notify the Secretary-Treasurer of the FMBA of the hiring of all employees, their addresses, birth date, classification, rate of pay and social security number; and of all removals of employees from the Employer's payroll.

E. Any employee in the bargaining unit on the effective date of this Agreement who does not join the FMBA within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount up to eighty-five (85%) percent of the regular FMBA membership dues, fees and assessments as certified to the Employer by the FMBA. The FMBA may revise its certification of the amount of the representation fee at any time to reflect changes in the FMBA membership dues, fees and assessments. The FMBA's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the FMBA remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement by the FMBA and the Employer.

F. The FMBA hereby certifies that it has established a demand and return system which provides pro rata returns and which otherwise meets the requirements of N.J.S.A. 34:13a-5.5 et seq.

G. The FMBA shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the FMBA in defending this provision.

ARTICLE V

ECONOMIC BENEFITS OTHER THAN SALARY

A. Pension Fund Benefits

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

B. Medical expenses

1. If the Township provides for inoculations to the public, Association members will be permitted a reasonable period of time to receive the inoculations.

2. The FMBA and its individual members will hold the Township harmless from any liability resulting from influenza inoculations.

C. Reimbursement for Expenses

1. Meals shall be paid for or reimbursed by the Township at the rate specified in Schedule I attached hereto. Meal reimbursement will be authorized for personnel on duty in a holdover status at normal eating hours.

2. Mileage. In the event a member of the Association is authorized to use his own vehicle for transportation, mileage shall be computed to and from the Fire Department Headquarters, as specified in Schedule II attached hereto.

D. Terms and Conditions of Reimbursements

1. Schools. Members of the Association shall be paid for meals and mileage if not provided, while attending a school authorized to attend. Mileage shall be computed from Fire Department Headquarters or the home of the member to the school, whichever is the shortest.

2. Court Appearances. Meals and mileage expense shall be paid to all off-duty members of the Association while attending court or administrative hearings out of the Township with the exception of actions in any court or civil jurisdiction, if the Chief does not provide transportation, or it is not practical to eat at home.

3. Other Assignments. Meal and mileage shall also be paid to any member of the Association 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 Association to eat at home.

E. Tolls

All members of the Association shall be compensated for any toll expense incurred while acting in any capacity heretofore so defined upon receipt and approval of validated receipts. This shall include receipts for parking fees also.

F. All of the foregoing items in Sections C, D, and E are subject to approval of the Chief of the Department.

F. Upon the death of any FMBA member, the member or his family has the right to retain the member's uniform badge.

ARTICLE VI
EDUCATION

A. Employees may request authorization from the Chief, or his designee, to attend an accredited college or university for the purpose of taking courses leading to an AA or BA/BS degree in fire science or otherwise relating to fire science.

B. Employees authorized to take such classes shall be compensated at the prevailing state college credit hour rate, provided the employee has received at least a grade of "C" or its equivalent.

C. Any employee may, with the approval of the Chief, or his designee is permitted to attend fire science or fire science related seminars with pay. The Township shall pay for the cost of such seminars and reasonable travel expenses.

D. Any uniformed member of the Fire Department who attends and successfully completes a fire science related course on his own time will be reimbursed for tuition and reasonable travel expenses in connection with attendance at said course, provided:

1. The Chief, or his designee, approves the employee's attendance; and

2. The Chief, or his designee, approves the course; and

3. The employee submits proof of satisfactory completion of the course.

D. Such authorization to attend college regarding job related courses, seminars, classes or courses shall not be unreasonably denied.

E. Members with college degrees will receive the following annual compensation to be paid on December 1st of each year of this agreement:

Associate Degree: \$500.00

Bachelor Degree: \$1,000.00

Successful completion of the degree shall be evidenced by submission of an official Transcript with raised seal sent directly to Administrator's office by the educational institution.

ARTICLE VII

EMBODIMENT OF AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE VIII

FIRE PROTECTION CLOTHING ALLOWANCE

A. Effective January 1, 2000, the Township shall reimburse each member for fire equipment and/or uniforms up to \$200.00 per year upon presentation of receipts.

ARTICLE IX

FMBA NEGOTIATING COMMITTEE

A. There shall be no more than four (4) members on 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 Fire Department within forty-eight (48) hours of their appointment. Members of the negotiating team shall notify the Platoon Commander through the Station Captain at least twenty-four (24) hours in advance in writing, of negotiating sessions scheduled by the Township negotiator.

B. All reasonable efforts shall be made to handle negotiating proceedings and related conferences involving members of the FMBA and Chief of 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 meeting during working hours without any loss of pay.

ARTICLE X FUNERAL LEAVE

A. Special leave of absence with pay shall be granted to any member of the Union Fire Department who has had a death in the family.

B. Special leave of absence with pay shall be construed to mean time of death until 48 hours after the funeral for personnel assigned to the 24-hour shift duty and four (4) working days for personnel on the 40-hour shift.

C. This special leave may be extended by the Chief of the Fire Department for reasonable travel time or other unusual circumstances beyond the control of the member.

D. Above noted special leave should be granted to members of the Association who have had a death of a member of their immediate family.

E. The term immediate family, noted above, shall include the member's spouse, child or stepchild, mother, father, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, or other relative living in the household of the member.

F. In addition, members of the Association will be entitled to one (1) 24-hour day as leave for personnel assigned to the 24-hour shift and will be entitled to attend the funeral of the employee's sister-in-law and brother-in-law (if spouse's brother or sister), son-in-law, daughter-in-law, or grandchildren of said member.

G. Members working straight days shall be entitled to one (1) 24-hour shift off duty to attend the funeral of the member's sister-in-law and brother-in-law (if spouse's brother or sister), son-in-law and daughter-in-law, aunt, uncle or grandchildren, if said member would be scheduled for duty the day of the funeral.

H. Members assigned to the 24-hour duty shall be entitled to one (1) ten-hour shift off duty (days) or 14-hour shift off duty (nights) to attend the funeral of the member's aunt or uncle.

I. Except as set forth in Paragraph H, members shall not be required to return to duty sooner than their next scheduled tour following the day of funeral services.

ARTICLE XI GRIEVANCE PROCEDURE

A. The Grievance Committee shall consist of not more than four (4) members of the FMBA selected by the FMBA. These employees shall be granted leave from duty with pay to attend meetings between the Committee and the Chief of the Fire Department and between the 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 forty-eight (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 fifteen (15) 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 entirety, shall be as follows:

STEP 1. The grievance shall initially be settled, if possible, internally, between the grievant and his immediate superior officer. If they fail to reach an agreement within five (5) working days, the grievant shall furnish a written statement of the grievance to the Chief of the Department, and the Chief is authorized to attempt settlement of 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 submitted to the Municipal Administrator or his designee within five (5) working days.

STEP 3. The Municipal Administrator or his designee is hereby authorized and empowered to hold a conference concerning the grievance within five (5) working days. The Administrator shall answer the grievance within five (5) calendar days after said conference. In the event the Municipal Administrator is unable to settle the grievance at Step 3, 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 twelve (12) working days thereafter to the New Jersey Public Employment Relations Commission for arbitration. The arbitrator shall be bound by the provisions of this agreement and the Constitution and laws of the State of New Jersey.

The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement, or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

C. All reasonable efforts shall be made to handle grievance proceedings and related conferences

~~X~~ involving members of the FMBA and the Chief of 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.

ARTICLE XII

HOLIDAYS

A. The members of the Association shall be entitled to thirteen (13) paid holidays per year for the years 2000, 2001, 2002, 2003.

B. If a holiday falls on a Saturday, it shall be observed on the preceding Friday by members working straight days or Tour 5. If a holiday falls on a Sunday, it shall be observed on the following Monday by members working straight days or Tour 5, unless otherwise directed by the Township Committee.

C. For the period of this contract, the following holidays will be observed:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

E. The "Letter of Understanding, Holiday Pay/Attendance for the Administrative Staff of the Fire Department" shall also remain in effect from January 1, 2000 through December 31, 2003.

ARTICLE XIII

HOURS OF WORK

A. Employees who are assigned to fire fighting platoons shall be scheduled to work a maximum of not more than forty-two (42) hours per week, based on an eight (8) day cycle. The present schedule, whereby such firefighting employees work one twenty-four (24) hour day with seventy-two (72) hours off, shall be continued for the life of this contract under all existing and prevailing working conditions.

B. Employees who are assigned to straight day work shall be scheduled to work not more than forty (40) hours per week, based on a five (5) day cycle, Monday through Friday. The hours are to be determined by the Chief of the Fire Department. The aforesaid shall be under all existing and prevailing working conditions.

C. Employees who are assigned to straight day work (Tour 5 personnel), may, with the mutual agreement of the Chief of the Fire Department and the employee, have their schedule changed to ten (10) hour day shifts, four (4) days per week or any other variation of the forty hour work week, not to exceed forty (40) hours per week. The purpose intended is to allow adjustments to work loads and inspection/firefighting work overlaps with the intent to provide increased departmental efficiency.

ARTICLE XIV
INSURANCE

A. Except as provided in Paragraph B and H herein, the Township shall provide the following group Health Insurance coverage for all active and retired members (after 25 years of service) and the eligible dependents as defined in the policies of insurance:

1. Basic medical with coverage at least equal to that which has heretofore been in effect, subject to paragraph K.
2. Major medical with coverage at least equal to that, which has heretofore been in effect, subject to paragraph K.
3. Dental with coverage at least equal to that which has heretofore been in effect.
4. Prescription with coverage at least equal to that which has heretofore been in effect, subject to a ten (\$10.00) dollar co-pay non-generic drugs; a five (\$5.00) dollar co-pay generic drugs; no co-pay mail order drugs.

B. Except as provided in sub-paragraph (1) (below), in the event an employee elects to take a deferred pension (early retirement), or resigns or retires for disability, occurring other than in the line of duty, the employee shall not be entitled to continuance of the aforesaid insurance at the expense of the Township. The Township agrees, however, that said employee may continue coverage under the Township Group at the employee's own cost and expense.

1. If a member retired because of disability resulting from injury incurred in the line of duty, whether traumatic or not, or in the event a member of the Association elects to take a deferred pension, early retirement, or resigns, or retires with disability occurring other than in the line of duty, and at the time of said retirement or resignation has twenty (20) or more years of service, either with the Association or in the Police and Firemen's Retirement System, he shall be entitled to the continuance by the Township in his favor of the full insurance package provided for in this contract.

C. If an employee's retirement is occasioned by a disability occurring in the line of duty, traumatic or not, he shall be entitled to continuance of all insurance provided for in this contract.

D. The Township shall continue to pay the premium required to provide full benefits for the widow or widower and dependents of any member who expires either before or after retiring after twenty (20) years of service. In addition, the Township shall continue to pay the premium required to provide full benefits for all dependents of members who retire because of injuries incurred in the line of duty, and who subsequently expires, until the widow or said member either dies or remarries.

E. Whenever by reason of this contract the Township carries a member, dependent, or survivor as a part of any group insurance program, the member, dependent or survivor so carried shall annually certify to the Treasurer of the Township that he is, as of the date of said certification, not covered by any other basic medical or major medical insurance.

F. The Township shall maintain Workers' Compensation Insurance covering all members of the Association.

G. The Township agrees to comply with the provisions of N.J.S.A. 40A: 14-28 whenever a member of the Union Fire Department 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 with the necessary means for the defense of such action or proceeding, including legal counsel and costs for all related defense expenditures 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, he shall be reimbursed for the expense of his defense.

H. The Township shall provide Automobile Liability Insurance covering all vehicles used by the Association in an amount of at least \$500,000.00 for each person and each occurrence for bodily injury, and \$100,000.00 for each occurrence for property damage with a \$1,000,000.00 Umbrella Liability Policy.

I. The Township shall also provide Automobile Liability Insurance coverage, covering all vehicles owned by members, while such vehicles are being used in the performance of the business of the Township of Union Fire Department. This coverage may be in lieu of or in addition to any coverage provided by the individual member.

J. The Township shall pay an additional \$10,000.00 death benefit to the named beneficiary of the deceased member of his estate for accidental death, which said benefit is exclusive of any Workers' Compensation award or judgments resulting from a civil action or pension benefits. Said payment shall be funded by a group insurance policy to be maintained by the Township and payment therefrom shall be made by said insurance carrier upon the proper application being made thereto. The aforesaid death benefits shall only be afforded to members of the Association while they continue to be members thereof. It shall not continue in force upon the resignation, dismissal or retirement of a member from the Association.

K. The FMBA agrees to appoint one (1) member to a Group Health Insurance Review Committee comprised of one (1) representative of each of the Township's Collective Bargaining Units and the Township Administrator or his designee. The purpose of the review committee shall be to review and recommend to the Township Committee appropriate modifications to group health coverage to either enhance benefit levels, reduce costs, or both. Voting members of the review committee shall be the representatives of the PBA, SOA, FMBA, FOA, Council 8, Council 8 Supervisors and the Township Administrator or his designee.

Recommendations of the Group Health Insurance Committee shall be by majority vote of the voting members present at a properly constituted meeting, which shall then be binding on the FMBA, upon acceptance by the Township. The parties agree to a comprehensive insurance plan pursuant to our memorandum of agreement signed February 16, 1988, and as modified herein, which contains a \$100.00 deductible per individual per year on all claims and is subject to a maximum of \$300.00 deductible per family per year. In addition, employees shall pay 20% of the first \$2,500.00 in expenses subject to a maximum of \$500.00 per individual per year and \$1,500.00 per family per year with the Township paying 100% of all other covered expenses thereafter. In no event shall the cumulative total payment exceed \$600.00 per individual per year and \$1,800.00 per family per year.

A \$2,000.00 in expense threshold to a maximum of \$400.00 per individual per year and \$1,200.00 per family per year shall be maintained for all retirees. In addition, the health benefits program shall be modified to include mandatory second surgical opinion and preadmission certification/continued stay review. The Township agrees that any modification to the group's dental or prescription plan coverage, deductibles or co-payment levels shall be upon recommendation of the review committee and subject to the acceptance of the Township.

L. Each member shall enjoy the right to elect not to be covered under the medical insurance provided by the Township. If a member elects not to be covered under the Township's medical plan, said member shall be paid a stipend in the amount of \$3,000.00 for each year he/she elects not to be covered. This stipend shall be made in payments of \$1,500.00 each on June 1st and on December 1st. Any member who exercises this option, shall, without exception, unilaterally retain the right to be reinstated in the Township's medical plan. Any member electing to be reinstated may do so on January 1 or July 1 of any year, with the aforementioned stipend to be prorated.

ARTICLE XV

LEAVE OF ABSENCE, MILITARY AND MARITAL

A. Any regular employee who is called into active service, or who volunteers for service, in the Armed Forces of the United States, shall be given a leave of absence for, and will accumulate seniority during such period of service not to exceed four (4) years. Upon the termination of such service, he/she will be reemployed at the rate of pay prevailing for work to which he/she is assigned if he/she has not been dishonorably discharged, there is work available, he/she is physically, mentally and emotionally able to perform such work, and he/she makes written application for reinstatement within ninety (90) days after discharge.

B. Any employee covered by this contract shall be entitled to Military and National Guard and Reserve leave and pay in accordance with the Statute and Civil Service Rules and Regulations in such cases made and provided.

C. Any member planning marriage will be entitled to a special leave off duty without being charged to any account, provided notice of same is given to the Chief of the Department or his designee twenty-one (21) days in advance.

1. Members working the 5th tour: Four Days
2. Members working the 24 hour tour: Two 24 hour Days

Marriage leave may not be used more than once in a member's career with the Township.

ARTICLE XVI

LONGEVITY

- A. The longevity program is reaffirmed, and shall not be reduced in any manner during the life of this contract. Said longevity program shall provide additional compensation for each member, as described below. In addition to his or her annual salary, each employee hired before March 1, 2000 shall receive longevity pay in equal bi-weekly installments according to the following schedule:
- | YEARS OF SERVICE COMPLETED | ADDITIONAL COMPENSATION PER YEAR |
|----------------------------|----------------------------------|
|----------------------------|----------------------------------|

Upon completion of 5 years	2% of base salary
Upon completion of 10 years	4% of base salary
Upon completion of 15 years	6% of base salary
Upon completion of 20 years	10% of base salary
Upon completion of 24 years	12% of base salary

Employees hired by the Township after March 1, 2000:

YEARS OF SERVICE COMPLETED	ADDITIONAL COMPENSATION PER YEAR
----------------------------	----------------------------------

Upon completion of 10 years	2% of base salary
Upon completion of 15 years	4% of base salary
Upon completion of 20 years	6% of base salary

- B. Longevity payments shall commence with the first pay period immediately following the employee's anniversary date, as indicated above and shall be paid in equal installments thereafter.

XVII

MANAGEMENT RESPONSIBILITY

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and activities relating to or affecting employment of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the constitution and the Laws of New Jersey and of the United States and the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States, and ordinances of Union Township.

C. Nothing contained herein shall be construed to deny, alter, or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11, or any other national, state, county or local laws or ordinances.

D. Nothing contained herein shall be construed to deny or restrict employees of their rights under the Constitution and Laws of New Jersey and of the United States, more particularly N.J.S.A. 34:13A-5.3.

ARTICLE XVIII
MAINTENANCE OF STANDARDS

Except as modified by or provided elsewhere in this Agreement, all mandatorily negotiable terms and conditions of employment shall be maintained at the highest standards in existence at the execution of this Agreement.

ARTICLE XIX
NO-STRIKE PLEDGE

A. The FMBA covenants and agrees that, during the term of this Agreement, neither the FMBA nor any person authorized to act in its behalf will cause, authorize or support any strike (i.e., the concerted failure to report for duty, or concerted willful absence of a firefighter from his duties of employment), or other job action (concerted refusal to perform assigned duties), against the Township. The FMBA agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike or job action, it is covenanted and agreed that participation in any such activity by any FMBA member shall be deemed grounds for disciplinary action.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the FMBA or its members.

ARTICLE XX
OVERTIME

A. Compensation for overtime shall be paid in accordance with the statute in such case made and provided, presently at time and one-half (1 & ½) the prevailing hourly wage rate. Said prevailing hourly wage rate shall be determined from the annual salary which shall be set forth in the salary ordinance to be hereafter adopted by the Township Committee.

B. If a member is obliged to continue on firefighting 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.

C. 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 six (6) hours.

D. 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 six (6) hours.

E. It is understood and agreed that, upon being held over or recalled on a day off, such a member of the Association 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 worked 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 this additional time.

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

G. Any authorized overtime for non-emergency duty, such as training, education, fire prevention, maintenance, administration 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, guaranteed minimum of two (2) hours.

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

I. If a member is off duty and is required by the Township to be in attendance at any court other than as a witness in a civil action, he shall be compensated therefore at time and one-half of his regular hourly rate of wages for the number of hours actually in attendance at said court with a guaranteed minimum of two (2) hours.

J. Overtime pay shall be calculated at the per diem rate of pay for the member of the Association called upon to work overtime. If a member works consecutive day and night tours, he shall be paid in two (2) per diem wages.

ARTICLE XXI PERSONAL DAYS

A. Each member of the Association shall be entitled to three- (3) personal days leave with pay per year.

B. Application for such personal days leave shall be made to the Chief Officer in charge of said member's platoon, at least seventy-two (72) hours in advance of said leave. The Chief Officer in charge of the member's platoon under extreme conditions may waive this provision.

C. Not more than two (2) firemen may take personal days at any one time.

D. At the election of the member concerned, personal days may be used or accumulated, or can be posted as compensatory time. At the discretion of the Chief of the Fire Department, such accumulated or posted compensatory time may be used for vacation purposes.

E. Personal days, which have been put away as compensatory time may be used any time during the year except for the period between June 15 and September 15. A compensatory personal day cannot be used if it causes overtime.

F. Such accumulated compensatory time as may exist at the time of the retirement or death of a member of the Association, shall be paid to said member or said member's estate in full at the prevailing wage of such member at the time of said member's death or retirement, or in lieu thereof, such accumulated compensatory time may be taken as supplemental terminal leave.

G. No personal days may be authorized for any tour of duty commencing on any of the holidays mentioned under the section of this contract entitled HOLIDAYS. In addition to these thirteen (13) days, Christmas Eve and New Year's Eve shall be included.

H. It is hereby understood the term "commencing" is defined as the start of the morning shift on December 24th and continuing up to December 25th morning shift and the start of the morning shift on December 31st and continuing up to January 1st morning shift. No personal days, unused personal days or compensatory time will be allowed to be used for declared Fire Division holidays.

I. One personal day shall constitute either the hours of 0800 hours to 1800 hours or 1800 hours until 0800 the next morning. If the full twenty-four (24) hours are taken off, this time shall constitute two (2) personal days off.

J. Notwithstanding any other provision in this Article, not more than two (2) unit employees shall be entitled to take a personal leave day at the same time.

K. Administration Days: Each full time employee covered by this Agreement shall receive (3) administrative personal days during each year of this Agreement, to be used in the calendar year earned. The aforementioned days shall not be used unless previously approved by the platoon commander or his designee or if the day will create scheduled overtime. Said days shall be in addition to the three- (3) personal days that all employees currently receive.

ARTICLE XXII

PERSONNEL FILES

A. The Township agrees that a personnel file will be maintained on each member of the Association which shall include a record of all oral and written reprimands, copies of which must be served on the member.

B. The contents of the personnel file shall be confidential. However, on the anniversary date of the appointment of each member, each said member shall be entitled to personally review the contents of his file upon reasonable notice to the Chief of the Fire Department. In the event charges or reprimands have been preferred against a member of the Association, 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.

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

ARTICLE XXIII

REASSIGNMENT OF PERSONNEL

- A. In the event a vacancy in any position within the Union Fire Department may exist or is anticipated, the Chief of the Fire Department shall notify all Association members. Said members may indicate an interest in a transfer to such vacancy, and shall notify the Chief of the Fire Department within five (5) calendar days of their interest in such reassignment.
- B. Such notification shall be in writing.
- C. The Chief of the Fire Department shall consider the member's seniority and qualifications for such reassignment. Granting of such requests shall not be denied without good reason.
- D. Denial of any such requests shall be made known to the member by the Chief of the Fire Department within five (5) calendar days after receipt of such request.
- F. Any transfer mandated by the Chief of the Fire Department shall ensure that no Association member works more than an average of forty-two (42) hours per week in the case of a member serving on the firefighting platoons, or forty (40) hours per week in the case of a member serving on the straight day force. If any Association member is required to work more than the aforementioned hours in either case outlined above, said member shall receive overtime pay for the full minimum mandated pay as outlined under 'OVERTIME'.

ARTICLE XXIV

RETIREMENT BENEFITS

- A. Upon the retirement, resignation or death of a member of the Association after twenty-five (25) years of service, or upon the retirement, resignation or death of a member of the Association who is forced to retire or expires because of an in-service injury, said member shall be entitled to the following:

1. 78 hours severance pay at the retiring rate of pay.
2. 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.
3. The money value of the unused sick leave days, based upon the salary in the year of retirement, resignation or death, in accordance with the following:
 1. Employees shall be entitled to an honorable termination incentive bonus, whereby any employee terminating his or her service with the Township after fifteen (15) years of honorable service will be entitled to forty (40%) percent of the monetary value at the time of termination of the accumulated unused sick days in the account of each of said employee.
 2. Such payment shall be made at the time any such employee so terminating his or her service enters on to terminal leave.
 3. In the instance of the death of any employee entitled to the payment herein authorized after the same has accrued, such payment shall be made to the estate of such decedent or to such person as may be designated by him or her, in writing, during his or her lifetime.
 4. Salary to date of retirement, resignation or death.
 5. The value of unused personal days, vacation days or other compensatory time as may be due to said member on the date of such retirement, resignation or death.
 6. Such additional monetary or other benefits as may be mandated by Township ordinance.

B. Employees terminating their employment within the meaning of Section A prior to July 1 are entitled to full benefits as outlined in Section A (1) and one-half (½) of the benefits as outlined in Section A (2) - (6). Employees terminating their employment within the meaning of Section A after July 1 are entitled to the full benefits as outlined in Section A (1) - (6).

C. All moneys due upon retirement of a member from active fire service shall be payable as follows:

The money value shall be paid in two (2) installments. Up to one-half (½) shall be paid on retirement and the balance shall be paid in January of the following year. A similar three- (3) year pay-out will be at the option of the member. Retirees in the year 2000 shall have the option of taking his/her benefits upon retirement.

D. Any member of the Association resigning, retiring or expiring or otherwise voluntarily terminating his service with the Township of Union Fire Department prior to twenty-five (25) years of service will be entitled to the following:

1. The money value of such vacation as may have been earned in the year prior to his retirement, resignation or death, not taken by said member, and the money value of that part of the vacation earned in the year of said retirement, death or resignation.

2. The money value of the unused sick leave days, based upon the salary in the year of retirement, resignation or death, in accordance with Article XXVIII (A) (3) of this contract.

3. Salary to date of retirement, resignation, death or otherwise terminating such service.

4. The value of unused vacation days personal days and compensatory time as may be due said member, to the date of such retirement, resignation or death.

5. An employee, at his option, may elect to have his retirement and severance benefits for accumulated but unused sick time, paid in the calendar year following the year of his retirement, resignation or death.

E. Any member dismissed from the department for any just cause whatsoever shall forfeit any and all continuing medical benefits provided for in this contract.

ARTICLE XXV

SALARIES

A. Each member of the Union Fire Department covered by the terms of this contract shall receive annual compensation, (exclusive of longevity pay), in accordance with the following schedules:

BEFORE 1-1-96	2000	2001	2002	2003
FF 1/C +15 YEARS	66,768	69,529	73,070	76,855
FF 1/C -15 YEARS	65,846	67,656	70,194	72,931
FF 2/C -15 YEARS	62,368	64,083	66,486	69,079
FF 3/C -15 YEARS	58,918	60,538	62,809	65,258
FF 4/C -15 YEARS	55,466	56,991	59,128	61,434
FF 5/C -15 YEARS	51,982	53,411	55,414	57,575
AFTER 1-1-96				
FF 1/C -15 YEARS	65,846	67,656	70,194	72,931
FF 2/C -15 YEARS	61,212	62,896	65,254	67,799
FF 3/C -15 YEARS	56,605	58,162	60,343	62,696
FF 4/C -15 YEARS	51,997	53,427	55,431	57,593
FF 5/C -15 YEARS	47,387	48,690	50,516	52,486
FF 6/C -15 YEARS	42,778	43,954	45,603	47,381
FF 7/C -15 YEARS	36,604	37,611	39,021	40,543
FF 8/C -15 YEARS	31,202	32,060	33,262	34,559
Training	25,000	25,688	26,652	27,692

FIRE INSPECTOR

		2000	2001	2002	2003
1 ST YEAR	+15 YEARS	67,870	70,661	74,245	78,075
	-15 YEARS	66,948	68,789	71,368	74,152
2 ND YEAR	+15 YEARS	68,201	71,001	74,597	78,442
	-15 YEARS	67,278	69,128	71,721	74,518
3 RD YEAR	+15 YEARS	68,531	71,340	74,950	78,808
	-15 YEARS	67,609	69,468	72,073	74,884

See complete township salary charts attached to the end of this contract:

- A. Every effort shall be made by the Township to include all agreed upon salaries and increases, in the first paycheck due after January 1, of each of the contract years.
- B. Adjustment payments required by virtue of this contract shall be made not later than sixty (60) days from the date of the signing of this contract.
- C. Effective January 1, 2000, after the fifteenth year of employment, a \$900.00 Senior Status Differential shall be added to base salary: As reflected in the charts above.
- D. Creditable salary adjustments are to be added into the base pay to conform with statutes and administrative rules and regulations of New Jersey Police and Fireman's Retirement System (PFRS).

ARTICLE XXVI

SENIORITY

- A. Seniority, for the purpose of this contract, is defined to mean the accumulated length of continuous service with the Township of Union Fire Department, computed from the date of hire.
- B. Seniority, for the purpose of retirement benefits, is defined to mean the accumulated length of continuous service with the Township of Union Fire Department, computed from the date of hire, subject to paragraph "C".
- C. In determining seniority within the Association for the purposes of layoffs, promotions and vacation selection, prior service with another Police or Fire Department or other government agency shall not be considered in calculating seniority under this contract, but such prior service shall be considered in determining salaries, longevity, pension benefits and retirement benefits.
- D. A member's length of service shall not be reduced by:
 - 1. Time lost due to absence for active military service.
 - 2. Absence due to a bona fide illness or injury.

3. Absence due to an injury arising in the line of duty which shall be certified by the Township Physician and extending for not more than one (1) year.

E. Seniority shall be lost for any of the following reasons:

1. Voluntarily continuing in the active military service beyond the time scheduled for release therefrom.

2. Voluntarily re-enlisting in the active military service.

3. Discharge from employment as a member of the Township of Union Fire Department.

4. Resignation as a member of the Township of Union Fire Department.

5. Failure to return to duty when scheduled, upon expiration of any authorized leave of absence.

6. Unauthorized absence of more than five (5) days constituting under Civil Service Rules an automatic resignation.

F. In the instance of promotions on the same day from the same certified Civil Service list, the highest man on said list shall have seniority preference.

G. For purposes of calculating seniority, service pursuant to a temporary appointment shall not be included, but service pursuant to a probationary appointment shall be included.

ARTICLE XXVII

SEVERABILITY

A. In the event that any provisions 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.

ARTICLE XXVIII

SICK LEAVE

A. 1. Definition

Sick leave is defined to mean absence from post of duty of an employee because of illness, accident or exposure to contagious disease or illness of a member of the immediate family.

2. Sick Leave Allocation

Years of Service	Sick Days
1 - 5	15
6 - 10	16
11 - 15	17
16 - 20	18
21 - 24	19
25 +	20

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

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

D. Sick leave may be used by a member of the Association for personal illness or in the instance of the illness of a member of his immediate family, as immediate family is defined as follows: father, mother, spouse, child, foster child, sister or brother of the employee, including relatives of the employee residing in the employee's household.

E. 1. Employees shall be entitled to an honorable termination incentive bonus whereby any employee terminating his or her service with the Township after fifteen (15) years of honorable service will be entitled to forty (40%) percent of the monetary value at the time of termination of the accumulated unused sick days in the account of each of said employees.

2. Such payment shall be made at the time any such employee so terminating his or her service enters on to terminal leave.

3. In the instance of the death of any employee entitled to the payment herein authorized after the same has accrued, such payment shall be made to the estate of such decedent or to such person as may be designated by him or her, in writing, during his or her lifetime.

F. During the month of March of each year, the Township of Union Fire Department shall furnish written notice to each member of a full accounting of all unused sick leave days as of December 31 of the preceding year.

G. One (1) sick leave day shall constitute either 0800 hours until 1800 hours or 1800 hours until 0800 hours the next day. Sick leave for a full twenty-four (24) hours shall constitute two (2) sick leave days.

H. For members working the straight day schedule, one (1) sick leave day shall commence each day at 0800 hours for every day that the member is scheduled to work.

I. The Township may require an employee to submit acceptable medical evidence substantiating the sick leave.

J. If the Township is not satisfied with the medical evidence supplied by the employee, the Township may require the employee to be examined by a Township physician at Township expense.

K. Sick Leave Incentive

a. Any employee not using sick leave for a full calendar year may receive compensation in the first payroll of the next year in any amount equal to forty-two (42) hours pay, such employee shall have forty-two (42) hours deducted from his or her sick leave for that year and may have the balance of his or her sick leave for the year accumulate.

b. Any employee utilizing the equivalent in hours of one or less of his or her sick days for a full calendar year may receive compensation in the first payroll of the next year in an amount equal to forty-two (42) hours pay less the time used, such employee shall have the number of hours paid deducted from his or her sick leave for the year and may have the balance of his or her sick leave for the calendar year accumulate.

L. The compensation for payment of unused sick time shall be capped at \$25,000.00. This shall apply to employees newly hired by the Township after July 1, 1996.

ARTICLE XXIX
SPECIAL LEAVE OF ABSENCE

A. Any employee shall be granted special leave with pay for any days of which he is able to secure another employee to work in his place, provided:

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

2. The officer in charge of the tour on which the substitution is to take place is notified in writing as soon as practical 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; further provided the substitute employee shall indicate in writing on a form prescribed by the Chief that he shall be fully responsible to be present and perform duties to the same extent as if he had been regularly scheduled to work that tour.

3. Approval for such special leave shall be made by the Chief or his designee. Such approval shall not be unreasonably denied.

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

C. The pension representative of the Local shall be authorized leave with pay, if scheduled for duty, to attend meetings of the Pension Committee of the State Association.

D. Said Local agrees to advise the Chief of the Fire Department not later than July 1, 2000, 2001, 2002, and 2003 of the number of delegates to which it is entitled for attendance at the State Convention of the State FMBA.

E. The Executive Delegate or the Assistant Executive Delegate of the Local FMBA and one (1) member of Local 46, who may be an officer or trustee of the State FMBA, shall be granted leave from duty with pay from 0800 hours to 1800 hours for all meetings of the State FMBA when such meetings take place at a time when such members are scheduled to be on duty. The President of the FMBA Local will be afforded the same privileges for leave as the Executive Delegate to attend State Meetings.

F. The President of the FMBA shall be afforded time off with pay from 1800 hours to 0800 hours the next day when scheduled to be on duty to attend Local 46 FMBA functions, such as the Christmas Dance/Retirement Dinner, and Election of Officer Night of Local 46 functions only, and also to attend the Valor Award Dinner of the State Association.

The President of the FMBA shall be afforded time off with pay from 0800 hours the day of the Picnic to 0800 hours the following day when scheduled to be on duty.

G. The Executive Delegate shall be afforded time off with pay from 1800 hours to 0800 hours the next day when scheduled to be on duty to attend the Annual Christmas Dance / Retirement Dinner and the Valor Award Dinner.

H. The Chairman of the Annual Picnic shall be afforded time off with pay from 0800 hours to 0800 hours the following day when scheduled to be on duty. The Co-Chairman of the Annual Picnic shall be afforded time off with pay from 0800 hours to 1800 hours when scheduled to be on duty.

I. The Chairman and Co-Chairman of the Annual Christmas Dance / Retirement Dinner, all sponsored by the Association, shall have time off with pay from 1800 hours to 0800 hours the following day when scheduled to be on duty.

J. The Negotiating Committee shall be afforded time off in accordance with Article IX.

K. The Grievance Committee shall be afforded time off in accordance with Article XI.

L. Two (2) officers of Local 46 shall be afforded time off with pay to attend local FMBA monthly and special meetings when they are scheduled to be on duty.

M. Absences for any of the foregoing require not less than seventy-two (72) hours written notice to the Chief of the Fire Department.

ARTICLE XXX

TERM OF CONTRACT

This Agreement shall be in full force and effect as of January 1, 2000 and shall remain in effect to and including December 31, 2003, without any reopening date. The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply effective January 1, 2000, only for employees on the Township's payroll as of the date of the signing of this Agreement or who die or retire within the meaning of the Police and Firemen's Retirement System.

ARTICLE XXXI

UNIFORMS

A. Each member of the Uniformed Fire Department shall have and maintain at least one (1) complete prescribed dress uniform for use during each season of the year.

B. The work uniform shall be in accordance with the regulations as agreed upon between the Uniform Committee of four (4) men of said Local 46 of the FMBA and the Chief of the Fire Department, as the same may be set forth in Association orders relating thereto.

C. There shall be no changes in any part of the dress uniform or the work uniform for the life of this contract, except that if the Chief of the Fire Department desires a change during the life of this contract, approval of the FMBA must be obtained before such change becomes effective.

D. If any personal property of a member of the Union Fire Department, other than if the uniform is damaged, lost or destroyed in the line of duty, the Township, subject to the approval of the Chief of the Fire Department, shall pay for the replacement or repair thereof upon voucher submitted therefor in an amount not to exceed \$200.00 per incident, provided that under extraordinary circumstances this amount may be exceeded upon recommendation of the Chief of the Fire Department and approved by the Township Committee.

E. If any part of the firefighting gear of a member of the Fire Department is damaged or destroyed in the line of duty, or not in compliance with safety standards, the Township shall pay for the replacement or repair thereof upon voucher submitted therefor and approved by the Chief of the Fire Department.

ARTICLE XXXII

VACATIONS

A. Vacations for the members of the Department shall be in accordance with the schedule set herein. Vacations shall be taken in the year following the year in which earned.

B. The Chief of the Fire Department shall allot vacation periods in order to assure orderly operating 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 grade. These schedules shall be completed by December 15, annually.

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 approximately equal to that of shift members.

D. Three (3) firemen shall be permitted on vacation at one time on each of the four (4) tours of duty presently scheduled by the Chief of the Fire Department.

E. The first vacation selections of the members may be picked back-to-back to ensure that no open dates appear between June 15th and September 15th.

F. Split vacations will be allowed. When splitting vacations, eight (8) working days will be the maximum number of vacation days allowed between June 15 and September 15. During the period from January 1 to June 15, and from September 15 to December 31, vacations may be picked in multiples of even numbers. There will be no mandatory splitting of vacations. A member can pick his full vacation at any time he desires during open periods, within his normal seniority pick.

G. Vacation time must be used for actual vacation purposes within the calendar year in which the time is due or, at the discretion of the Chief, not later than the next calendar year and cannot be waived or posted in the compensatory time book or otherwise accrued from year to year; provided, however, vacation time waived and posted in the compensatory time book prior to the date of the execution of this Agreement shall be reserved and dealt with in accordance with the prior custom and practice of permitting accrual of vacation days.

H. A member of the Association may request a deferral of his vacation period at the discretion of the Chief of the Fire Department to the next year but not beyond December 31 thereof. Said deferred vacation cannot be taken, however, between June 15 and September 15.

I. In the event a member is unable to report for work because of sick leave or injury occurring in the line of duty, and during said leave the period scheduled for his vacation occurs, said vacation or that part of it which the member has not taken will be postponed until the member returns to duty, and at that time the period selected for the entire or remaining vacation period may be selected from any open period then available. If any member postpones his vacation because of sick leave or injury occurring in the line of duty, the Chief of the Fire Department may require a doctor's certificate before approving such postponement.

J. Any member of the Association scheduled to retire between January 1 and July 1 of any year shall not be included in the vacation schedule. A member intending to retire subsequent to December 1 of any year shall give notice of said intention at least sixty (60) days prior to December 1.

K. One (1) vacation day shall constitute the off hours from 0800 hours until 1800 hours or 1800 hours until 0800 hours the next day. A full twenty-four-- (24) hour period shall constitute two (2) vacation days.

L. Each member of the Association shall 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.

M. There shall be no limit to the number of vacation selections to which a member is entitled, so long as each vacation selection is for a minimum of four (4) working days.

N. Vacations shall be capped at six (6) vacation periods after 15 years of service for employees newly appointed to the Union Fire Department after July 1, 1996.

O. No member of the Association shall be credited or charged with more vacation days annually than any other member of the Association with like seniority. Vacation time shall be allotted by the Chief of the Fire Department to ensure that each member shall receive equal off duty time as follows:

Vacation Schedule

FIREFIGHTERS APPOINTED PRIOR TO 7/1/96

Years of Service	Working Days Off
From initial service	One working day for the initial month of employment if they begin work on the 1 st through the 15 th day of the calendar month, none after the 15 th day of the month. After the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service.
From the beginning of the first full calendar year of employment and up to three years	12 days
Beginning year 4	15 days
Beginning year 5 through 9	19 days
Beginning year 10 through 14	21 days
Beginning year 15 through 19	25 days
Beginning year 20 through 24	27 days
Beginning year 25 and up	31 days

FIREFIGHTERS APPOINTED AFTER 7/1/96

Years of service	Working days off
1 – 4	15
5 – 9	19
10 – 14	21
15 – up	25

ARTICLE XXXIII
MEAL REIMBURSEMENT

2000-2001-2002-2003

\$9.00

ARTICLE XXXIV
MILEAGE REIMBURSEMENT

2000-2001-2002-2003

\$0.35/mi.

Rank	Long.	1999 Base	Holiday	Shift Diff.	New Base	2000 Sr. St.	2.5% Inc.	2000 Base	2000 Long.	2000 Gross
FF 1st Class	0.12	56502	4238	3500	64240	900	1628	66768	8012	74780
	0.10	56502	4238	3500	64240	900	1628	66768	6877	73445
	0.06	56502	4238	3500	64240	900	1628	66768	4006	70774
	0.04	56502	4238	3500	64240		1606	65846	2634	68479
	0.02	56502	4238	3500	64240		1606	65846	1317	67163
After 7-1-96										
FF 1st Class	0.06	56502	4238	3500	64240	900	1628	66768	4006	70774
	0.04	56502	4238	3500	64240	900	1628	66768	2671	69439
	0.02	56502	4238	3500	64240		1606	65846	1317	67163
FF 2nd Class		52297	3922	3500	59719		1493	61212		61212
FF 3rd Class		48116	3609	3500	55225		1381	56605		56605
FF 4th Class		43934	3295	3500	50729		1268	51997		51997
FF 5th Class		39750	2981	3500	46231		1156	47387		47387
FF 6th Class		35567	2668	3500	41735		1043	42778		42778
FF 7th Class		29964	2247	3500	35711		893	36604		36604
Inspector 3rd	0.12	58102	4358	3500	65960	900	1671	68531	8224	76755
	0.10	58102	4358	3500	65960	900	1671	68531	6853	75384
	0.06	58102	4358	3500	65960	900	1671	68531	4112	72643
	0.04	58102	4358	3500	65960		1649	67609	2704	70313
	0.02	58102	4358	3500	65960		1649	67609	1352	68961
After 7-1-96										
FF 1st Class	0.06	58102	4358	3500	65960	900	1671	68531	4112	72643
	0.04	58102	4358	3500	65960	900	1671	68531	2741	71272
	0.02	58102	4358	3500	65960		1649	67609	1352	68961
FF 2nd Class		53897	4042	3500	61439		1536	62975		62975
FF 3rd Class		49716	3729	3500	56945		1424	58368		58368
FF 4th Class		45534	3415	3500	52449		1311	53760		53760
FF 5th Class		41350	3101	3500	47951		1199	49150		49150
FF 6th Class		37167	2788	3500	43455		1086	44541		44541
FF 7th Class		31564	2367	3500	37431		936	38367		38367
Inspector 2nd	0.12	57802	4335	3500	65637	900	1663	68201	8184	76385
	0.10	57802	4335	3500	65637	900	1663	68201	6820	75021
	0.06	57802	4335	3500	65637	900	1663	68201	4092	72293
	0.04	57802	4335	3500	65637		1641	67278	2691	69969
	0.02	57802	4335	3500	65637		1641	67278	1346	68624
After 7-1-96										
FF 1st Class	0.06	56502	4238	3500	64240	900	1628	66768	4006	70774
	0.04	56502	4238	3500	64240	900	1628	66768	2671	69439
	0.02	56502	4238	3500	64240		1606	65846	1317	67163
FF 2nd Class		53597	4020	3500	61117		1528	62645		62645
FF 3rd Class		49416	3706	3500	56622		1416	58038		58038
FF 4th Class		45234	3393	3500	52127		1303	53430		53430
FF 5th Class		41050	3079	3500	47629		1191	48819		48819
FF 6th Class		36867	2765	3500	43132		1078	44210		44210
FF 7th Class		31264	2345	3500	37109		928	38037		38037
Inspector 1st	0.12	57502	4313	3500	65315	900	1655	67870	8144	76014
	0.10	57502	4313	3500	65315	900	1655	67870	6787	74657
	0.06	57502	4313	3500	65315	900	1655	67870	4072	71942
	0.04	57502	4313	3500	65315		1633	66948	2678	69625
	0.02	57502	4313	3500	65315		1633	66948	1339	68286
After 7-1-96										
FF 1st Class	0.06	57502	4313	3500	65315	900	1655	67870	4072	71942
	0.04	57502	4313	3500	65315	900	1655	67870	2715	70585
	0.02	57502	4313	3500	65315		1633	66948	1339	68286
FF 2nd Class		53297	3997	3500	60794		1520	62314		62314
FF 3rd Class		49116	3684	3500	56300		1407	57707		57707
FF 4th Class		44934	3370	3500	51804		1295	53099		53099
FF 5th Class		40750	3056	3500	47306		1183	48489		48489
FF 6th Class		36567	2743	3500	42810		1070	43880		43880
FF 7th Class		30964	2322	3500	36786		920	37706		37706

Rank	Long.	2000 Base	2001 Sr. St.	2.75% Inc.	2001 Base	2001 Long.	2001 Gross	Bi-Weekly	Hourly
FF 1st Class	0.12	66768	900	1861	69529	8343	77872	2995.09	37.44
	0.10	66768	900	1861	69529	6953	76482	2941.61	36.77
	0.06	66768	900	1861	69529	4172	73701	2834.64	35.43
	0.04	65846		1811	67657	2706	70363	2706.27	33.83
	0.02	65846		1811	67657	1353	69010	2654.23	33.18
After 7-1-96									
FF 1st Class	0.06	66768	900	1861	69529	4172	73701	2834.64	35.43
	0.04	65846	900	1836	68582	2743	71325	2743.26	34.29
	0.02	65846		1811	67657	1353	69010	2654.23	33.18
FF 2nd Class		61212		1683	62895		62895	2419.05	30.24
FF 3rd Class		56605		1557	58162		58162	2236.99	27.96
FF 4th Class		51997		1430	53427		53427	2054.88	25.69
FF 5th Class		47387		1303	48690		48690	1872.70	23.41
FF 6th Class		42778		1176	43954		43954	1690.55	21.13
FF 7th Class		36604		1007	37611		37611	1446.56	18.08
Inspector 3rd	0.12	68531	900	1909	71340	8561	79901	3073.12	38.41
	0.10	68531	900	1909	71340	7134	78474	3018.25	37.73
	0.06	68531	900	1909	71340	4280	75621	2908.49	36.36
	0.04	67609		1859	69468	2779	72247	2778.73	34.73
	0.02	67609		1859	69468	1389	70858	2725.29	34.07
After 7-1-96									
FF 1st Class	0.06	68531	900	1909	71340	4280	75621	2908.49	36.36
	0.04	67609	900	1884	70393	2816	73209	2815.72	35.20
	0.02	67609		1859	69468	1389	70858	2725.29	34.07
FF 2nd Class		62975		1732	64707		64707	2488.72	31.11
FF 3rd Class		58368		1605	59973		59973	2306.66	28.83
FF 4th Class		53760		1478	55238		55238	2124.55	26.56
FF 5th Class		49150		1352	50502		50502	1942.37	24.28
FF 6th Class		44541		1225	45766		45766	1760.23	22.00
FF 7th Class		38367		1055	39422		39422	1516.23	18.95
Inspector 2nd	0.12	68201	900	1900	71001	8520	79521	3058.52	38.23
	0.10	68201	900	1900	71001	7100	78101	3003.90	37.55
	0.06	68201	900	1900	71001	4260	75261	2894.67	36.18
	0.04	67278		1850	69128	2765	71893	2765.13	34.56
	0.02	67278		1850	69128	1383	70511	2711.95	33.90
After 7-1-96									
FF 1st Class	0.06	66768	900	1861	69529	4172	73701	2834.64	35.43
	0.04	65846	900	1836	68582	2743	71325	2743.26	34.29
	0.02	65846		1811	67657	1353	69010	2654.23	33.18
FF 2nd Class		62645		1723	64368		64368	2475.68	30.95
FF 3rd Class		58038		1596	59634		59634	2293.62	28.67
FF 4th Class		53430		1469	54899		54899	2111.51	26.39
FF 5th Class		48819		1343	50162		50162	1929.29	24.12
FF 6th Class		44210		1216	45426		45426	1747.15	21.84
FF 7th Class		38037		1046	39083		39083	1503.19	18.79
Inspector 1st	0.12	67870	900	1891	70661	8479	79141	3043.87	38.05
	0.10	67870	900	1891	70661	7066	77727	2989.51	37.37
	0.06	67870	900	1891	70661	4240	74901	2880.80	36.01
	0.04	66948		1841	68789	2752	71541	2751.56	34.39
	0.02	66948		1841	68789	1376	70165	2698.65	33.73
After 7-1-96									
FF 1st Class	0.06	67870	900	1891	70661	4240	74901	2880.80	36.01
	0.04	66948	900	1866	69714	2789	72502	2788.55	34.86
	0.02	66948		1841	68789	1376	70165	2698.65	33.73
FF 2nd Class		62314		1714	64028		64028	2462.60	30.78
FF 3rd Class		57707		1587	59294		59294	2280.54	28.51
FF 4th Class		53099		1460	54559		54559	2098.43	26.23
FF 5th Class		48489		1333	49822		49822	1916.25	23.95
FF 6th Class		43880		1207	45087		45087	1734.10	21.68
FF 7th Class		37706		1037	38743		38743	1490.11	18.63

Rank	Long.	2001 Base	2002 Sr. St.	3.75% Inc.	2002 Base	2002 Long.	2002 Gross	Bi-Weekly	Hourly
FF 1st Class	0.12	69529	900	2641	73070	8768	81838	3147.63	39.35
	0.10	69529	900	2641	73070	7307	80377	3091.43	38.64
	0.06	69529	900	2641	73070	4384	77454	2979.01	37.24
	0.04	67657		2537	70194	2808	73002	2807.77	35.10
	0.02	67657		2537	70194	1404	71598	2753.77	34.42
After 7-1-96									
FF 1st Class	0.06	69529	900	2641	73070	4384	77454	2979.01	37.24
	0.04	67657	900	2571	71128	2845	73973	2845.12	35.56
	0.02	67657		2537	70194	1404	71598	2753.77	34.42
FF 2nd Class		62895		2359	65254		65254	2509.75	31.37
FF 3rd Class		58162		2181	60343		60343	2320.89	29.01
FF 4th Class		53427		2004	55431		55431	2131.94	26.65
FF 5th Class		48690		1826	50516		50516	1942.92	24.29
FF 6th Class		43954		1648	45602		45602	1753.93	21.92
FF 7th Class		37611		1410	39021		39021	1500.82	18.76
Inspector 3rd	0.12	71340	900	2709	74949	8994	83943	3228.57	40.36
	0.10	71340	900	2709	74949	7495	82444	3170.92	39.64
	0.06	71340	900	2709	74949	4497	79446	3055.61	38.20
	0.04	69468		2605	72073	2883	74956	2882.92	36.04
	0.02	69468		2605	72073	1441	73515	2827.48	35.34
After 7-1-96									
FF 1st Class	0.06	71340	900	2709	74949	4497	79446	3055.61	38.20
	0.04	69468	900	2639	73007	2920	75927	2920.27	36.50
	0.02	69468		2605	72073	1441	73515	2827.48	35.34
FF 2nd Class		64707		2427	67134		67134	2582.06	32.28
FF 3rd Class		59973		2249	62222		62222	2393.15	29.91
FF 4th Class		55238		2071	57309		57309	2204.21	27.55
FF 5th Class		50502		1894	52396		52396	2015.22	25.19
FF 6th Class		45766		1716	47482		47482	1826.24	22.83
FF 7th Class		39422		1478	40900		40900	1573.09	19.66
Inspector 2nd	0.12	71001	900	2696	74597	8952	83549	3213.42	40.17
	0.10	71001	900	2696	74597	7460	82057	3156.04	39.45
	0.06	71001	900	2696	74597	4476	79073	3041.27	38.02
	0.04	69128		2592	71720	2869	74589	2868.81	35.86
	0.02	69128		2592	71720	1434	73155	2813.64	35.17
After 7-1-96									
FF 1st Class	0.06	69529	900	2641	73070	4384	77454	2979.01	37.24
	0.04	67657	900	2571	71128	2845	73973	2845.12	35.56
	0.02	67657		2537	70194	1404	71598	2753.77	34.42
FF 2nd Class		64368		2414	66782		66782	2568.53	32.11
FF 3rd Class		59634		2236	61870		61870	2379.63	29.75
FF 4th Class		54899		2059	56958		56958	2190.68	27.38
FF 5th Class		50162		1881	52043		52043	2001.66	25.02
FF 6th Class		45426		1703	47129		47129	1812.67	22.66
FF 7th Class		39083		1466	40549		40549	1559.56	19.49
Inspector 1st	0.12	70661	900	2684	74245	8909	83154	3198.23	39.98
	0.10	70661	900	2684	74245	7424	81669	3141.12	39.26
	0.06	70661	900	2684	74245	4455	78699	3026.89	37.84
	0.04	68789		2580	71369	2855	74223	2854.74	35.68
	0.02	68789		2580	71369	1427	72796	2799.84	35.00
After 7-1-96									
FF 1st Class	0.06	70661	900	2684	74245	4455	78699	3026.89	37.84
	0.04	68789	900	2613	72302	2892	75194	2892.09	36.15
	0.02	68789		2580	71369	1427	72796	2799.84	35.00
FF 2nd Class		64028		2401	66429		66429	2554.96	31.94
FF 3rd Class		59294		2224	61518		61518	2366.06	29.58
FF 4th Class		54559		2046	56605		56605	2177.11	27.21
FF 5th Class		49822		1868	51690		51690	1988.09	24.85
FF 6th Class		45087		1691	46778		46778	1799.14	22.49
FF 7th Class		38743		1453	40196		40196	1545.99	19.32

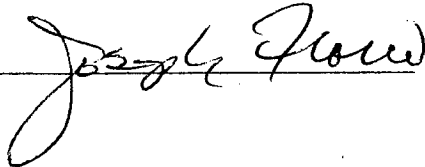
Rank	Long.	2002 Base	2003 Sr. St.	3.9% Inc.	2003 Base	2003 Long.	2003 Gross	Bi-Weekly	Hourly
FF 1st Class	0.12	73070	900	2885	76855	9223	86077	3310.67	41.38
	0.10	73070	900	2885	76855	7685	84540	3251.55	40.64
	0.06	73070	900	2885	76855	4611	81466	3133.31	39.17
	0.04	70194		2738	72932	2917	75849	2917.26	36.47
	0.02	70194		2738	72932	1459	74390	2861.16	35.76
After 7-1-96									
FF 1st Class	0.06	73070	900	2885	76855	4611	81466	3133.31	39.17
	0.04	70194	900	2773	73867	2955	76821	2954.67	36.93
	0.02	70194		2738	72932	1459	74390	2861.16	35.76
FF 2nd Class		65254		2545	67799		67799	2607.65	32.60
FF 3rd Class		60343		2353	62696		62696	2411.40	30.14
FF 4th Class		55431		2162	57593		57593	2215.11	27.69
FF 5th Class		50516		1970	52486		52486	2018.70	25.23
FF 6th Class		45602		1778	47380		47380	1822.33	22.78
FF 7th Class		39021		1522	40543		40543	1559.34	19.49
Inspector 3rd	0.12	74949	900	2958	78807	9457	88264	3394.77	42.43
	0.10	74949	900	2958	78807	7881	86688	3334.15	41.68
	0.06	74949	900	2958	78807	4728	83536	3212.91	40.16
	0.04	72073		2811	74884	2995	77879	2995.35	37.44
	0.02	72073		2811	74884	1498	76382	2937.75	36.72
After 7-1-96									
FF 1st Class	0.06	74949	900	2958	78807	4728	83536	3212.91	40.16
	0.04	72073	900	2846	75819	3033	78852	3032.76	37.91
	0.02	72073		2811	74884	1498	76382	2937.75	36.72
FF 2nd Class		67134		2618	69752		69752	2682.78	33.53
FF 3rd Class		62222		2427	64649		64649	2486.49	31.08
FF 4th Class		57309		2235	59544		59544	2290.16	28.63
FF 5th Class		52396		2043	54439		54439	2093.82	26.17
FF 6th Class		47482		1852	49334		49334	1897.45	23.72
FF 7th Class		40900		1595	42495		42495	1634.43	20.43
Inspector 2nd	0.12	74597	900	2944	78441	9413	87854	3379.01	42.24
	0.10	74597	900	2944	78441	7844	86286	3318.67	41.48
	0.06	74597	900	2944	78441	4706	83148	3197.99	39.97
	0.04	71720		2797	74517	2981	77498	2980.68	37.26
	0.02	71720		2797	74517	1490	76007	2923.36	36.54
After 7-1-96									
FF 1st Class	0.06	73070	900	2885	76855	4611	81466	3133.31	39.17
	0.04	70194	900	2773	73867	2955	76821	2954.67	36.93
	0.02	70194		2738	72932	1459	74390	2861.16	35.76
FF 2nd Class		66782		2604	69386		69386	2668.71	33.36
FF 3rd Class		61870		2413	64283		64283	2472.42	30.91
FF 4th Class		56958		2221	59179		59179	2276.13	28.45
FF 5th Class		52043		2030	54073		54073	2079.72	26.00
FF 6th Class		47129		1838	48967		48967	1883.35	23.54
FF 7th Class		40549		1581	42130		42130	1620.40	20.26
Inspector 1st	0.12	74245	900	2931	78076	9369	87445	3363.26	42.04
	0.10	74245	900	2931	78076	7808	85883	3303.20	41.29
	0.06	74245	900	2931	78076	4685	82760	3183.08	39.79
	0.04	71369		2783	74152	2966	77118	2966.10	37.08
	0.02	71369		2783	74152	1483	75635	2909.06	36.36
After 7-1-96									
FF 1st Class	0.06	74245	900	2931	78076	4685	82760	3183.08	39.79
	0.04	71369	900	2818	75087	3003	78091	3003.50	37.54
	0.02	71369		2783	74152	1483	75635	2909.06	36.36
FF 2nd Class		66429		2591	69020		69020	2654.61	33.18
FF 3rd Class		61518		2399	63917		63917	2458.35	30.73
FF 4th Class		56605		2208	58813		58813	2262.02	28.28
FF 5th Class		51690		2016	53706		53706	2065.61	25.82
FF 6th Class		46778		1824	48602		48602	1869.32	23.37
FF 7th Class		40196		1568	41764		41764	1606.29	20.08

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective authorized representatives the day and year first aforesaid.

ATTEST:

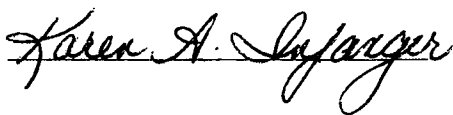
TOWNSHIP OF UNION IN THE
COUNTY OF UNION



By: 

ATTEST:

LOCAL NO. 46, FIREMEN'S MUTUAL
BENEVOLENT ASSOCIATION



By: 