

A G R E E M E N T

Between

BOROUGH OF EDGEWATER

and

EDGEWATER FMBA LOCAL #39

JULY 1, 2003 THROUGH JUNE 30, 2006

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I.	RECOGNITION	2
II.	RETENTION OF EXISTING BENEFITS AND RIGHTS	3
III.	NEGOTIATION PROCEDURES	6
IV.	PRESERVATION OF RIGHTS	7
V.	CONTINUED WORK OPERATIONS	9
VI.	NON-DISCRIMINATION	10
VII.	WAGES	11
VIII.	ADDITIONAL BENEFITS	12
IX.	HOLIDAYS	14
X.	EXTRA DUTY TIME	15
XI.	COLLEGE CREDITS	16
XII.	UNIFORMS AND CLOTHING ALLOWANCE	18
XIII.	GRIEVANCE PROCEDURE	19
XIV.	OFF DUTY FIRE ACTION	23
XV.	DUES CHECK OFF PROVISION	24
XVI.	RESIDENCY	25
XVII.	PERSONAL DAYS	26
XVIII.	MISCELLANEOUS	28
XIX.	SCHEDULE OF HOURS	29
XX.	AGENCY SHOP	30
XXI.	NO WAIVER	32

XXII.	JOB DESCRIPTIONS	33
XXIII.	EFFECTIVE DATE AND DURATION	34
	EXHIBIT A	35
	EXHIBIT B	36

PREAMBLE

THIS AGREEMENT executed this day of
. 2003 by and between the BOROUGH OF EDGEWATER, a municipal
corporation of the State of New Jersey, hereinafter called
"Borough" and the Firemen's Mutual Benevolent Association, Local
39, hereinafter called the "Fire Department".

WHEREAS, both parties to this agreement are desirous of
reaching an amicable understanding with respect to the employer-
employee relationship existing between them and wish to enter into
a complete Agreement covering the terms and conditions of
employment; and

WHEREAS, the parties have negotiated in good faith with
regard to the amendment of certain terms and conditions of
employment;

NOW, THEREFORE, in consideration of the mutual promises
and covenants hereinafter set forth, the parties agree as follows:

I. RECOGNITION

1.1 The parties recognize and affirm that their relationship covered by the "New Jersey Employer-Employee Relations Act", the laws of 1968, Chapter 303, (N.J.S.A. 34:13A-1 et seq.), and they agree in the conduct procedures of their collective negotiations to be bound by the rules and regulations of the New Jersey Public Employment Relations Commission.

1.2 Pursuant to Chapter 303, Public Laws 1968, the Borough hereby agrees that every fire fighter shall have the right freely to organize, join and support the FMBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Borough undertakes and agrees that it shall not, directly or indirectly, discourage or deprive or coerce any fire fighter in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey, or the Constitution of New Jersey and of the United States; that it shall not discriminate against any fire fighter with respect to hours, wages or any terms or conditions of employment by reason of his membership in the FMBA and its affiliates, his participation in any activities of the FMBA and its affiliates, collective negotiations with the Borough or his institution of any grievance, complaint or proceeding under the Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

II. RETENTION OF EXISTING BENEFITS AND RIGHTS

2.1 Except as otherwise provided herein, all rights, privileges and benefits which all members of the Fire Department have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Borough during the term of this Agreement and the Fire Department shall retain all civil rights as provided under Federal and New Jersey State Laws.

2.2 Sick leave shall consist of fifteen (15) days per year. Any unused sick days of such sick leave shall accumulate year to year up to a maximum of three hundred and seventy-five (375) days. Upon retirement one-half of the accumulated sick leave days shall be paid in cash to the Fire Department member at his or her present grade based on the previous year's base salary plus longevity. No overtime shall be included in the sick leave settlement at retirement.

2.3 A. The Borough shall pay for hospitalization for members of the Fire Department by maintaining the existing medical coverage in effect as of the date of this Agreement, or its substantial equivalent.

B. The Borough shall provide the hospitalization insurance stipulated in Subsection 2.3A herein for retired fire personnel, including their dependents on the following conditions:

(1) The employee shall have been a regular member of the Fire Department for at least twenty-five (25) years and/or disability retirement as defined by the Police and Firemen's Retirement System.

(2) If the employee described in (A) shall be otherwise employed after retirement by another employer other than the Borough: the employee shall notify the Borough of the name and address of any employer which provides hospitalization insurance coverage, and of all subsequent changes in such employment; and, if the hospitalization insurance is equal or better than that provided by the Borough, said employee is required to notify the Borough to remove him from the hospitalization insurance group plan of the Borough. If the retired member shall terminate such employment, and not thereafter be covered by an employer's group hospitalization insurance plan, then the retired member may apply to the Borough for reinstatement to the Borough's group hospitalization insurance plan, which right to reinstatement shall be granted by the Borough.

(3) Employees shall retain all of the pension rights under New Jersey Law.

2.4 Dental Insurance - Each employee shall be entitled to be covered under a full family dental plan in effect as of the date of this agreement, or its substantial equivalent, which shall be provided by the employer. The employer shall pay two-thirds (2/3) of the premium of such a plan, which shall provide a benefit whereby eighty (80%) percent of the cost of treatment shall be paid by the plan. The total benefit is more particularly described in an amendment to the contract between the Borough and Bergen Municipal Employee Benefits Fund. The employees shall be responsible for the remaining twenty (20%) percent of dental costs.

- 2.5 Vacation - The vacation shall be as set forth in Exhibit "A".
- 2.6 Prescription Plan - The Borough shall provide a prescription plan in accordance with an agreement between the Municipality and National Prescription Administrators, Inc., a copy of which is on file in the office of the Borough Clerk.
- 2.7 Funeral Time Off - Absences due to the death in the immediate family of the employee will be granted for three working days and are not applied against sick leave. Immediate family shall consist of and be restricted to the following: Wife, husband, children, parents, mother-in-law, grandparents, father-in-law, brothers and sisters. If a close relative of the employee other than those named herein dies the employee shall be granted the day of the funeral off, provided the employee attends the funeral. The decision of the eligibility of the relative shall rest with the Fire Chief and any reasonable proof required by the Chief shall be sufficient.
- 2.8 Death of Employee - In the event of the death of a sworn member of the Edgewater Fire Department, said deceased employee's estate shall be entitled to one-half ($\frac{1}{2}$) of the deceased member's accumulated sick leave up to a maximum value of Fifteen Thousand (\$15,000.00) Dollars. In the event said deceased employee leaves a will, then said will shall dictate the terms of distribution. In the event the deceased employee does not leave a will, then distribution shall be consistent with New Jersey Law of Intestacy.

III. NEGOTIATION PROCEDURES

3.1 Collective negotiation meetings shall be held at time and places mutually convenient at the request of either the Borough or the Fire Department.

IV. PRESERVATION OF RIGHTS

4.1 The Borough hereby retains and reserves unto itself 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:

- (a) To the executive management and administrative control of the Borough government and its properties and facilities and the activities of its employees;
- (b) 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;
- (c) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

4.2 Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority.

4.3 The Borough agrees that all benefits, terms and conditions of employment relating to the status of employees, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained in effect at the time of the commencement of collective bargaining negotiations

between the parties leading to the execution of this Agreement.

4.4 Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any employee pursuant to any rules, regulations, instruction, directive, memorandum, practice, statute or otherwise shall be limited, restricted, impaired, removed or abolished.

4.5 The parties agree that during the term of this Agreement, they shall meet periodically in good faith to attempt to resolve such additional issues as may arise.

4.6 Failure to meet pursuant to Section 4.5 shall not be cause for a grievance.

4.7 If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the Fire Department president and the appropriate Borough representative.

V. CONTINUED WORK OPERATIONS

5.1 The parties agree that there shall be no action by either of them in violation of any State law.

VI. NON-DISCRIMINATION

6.1 Neither the Borough nor the Fire Department shall discriminate against any employee because of race, color, creed, age, sex or national origin.

VII. WAGES

7.1 The schedule of wages payable to the members of the Fire Department shall be as set forth in Exhibit "B".

VIII. ADDITIONAL BENEFITS

8.1 During the term of this Agreement all members of the Fire Department shall be paid at the rate of time and one-half overtime worked in conformity of this Agreement. Payments for overtime earned shall be made by the fifth working day of the month following the month the overtime is earned.

8.2 Employees hired prior to January 1, 1991 shall receive a longevity payment of two (2%) percent of base pay for each four (4) years of service up to a maximum of twelve (12%) percent.

Employees hired on or after January 1, 1991 shall receive a longevity payment of two (2%) percent of base pay for each five (5) years of service up to a maximum of twelve (12%) percent.

8.3 Fire Alarms - In the event of recall pursuant to telephone communication and/or fire alarms, Fire Department members shall receive time back only. This time will be accrued at a rate of one and one-half hours for each hour worked and credited to a Fire Fighter's time off list, with a minimum guarantee of 1.5 hours at the time and one-half rate. As used herein, recall shall include conditions caused by circumstances or situations wherein a member of the Fire Department is called to "on-duty" status from "off-duty" status without any prior notice of scheduling.

8.4 Overtime for regularly scheduled shift or detail will be offered to regular full time employees of the Department first in order of preference based upon a rotating seniority roster within rank and within squads.

8.5 Any employee who is required to appear in any court or

other administrative forum, which appearance arises out of the course of the employees duty as a member of the Fire Department and in his capacity as a fireman, shall be compensated at the rate of time and one-half, but in no event less than two hours' pay at said rate for each such occurrence, provided that such appearance is scheduled at a time when the employee is not on duty. Payment shall be in cash or compensatory time off, at the employee's option.

IX. HOLIDAYS

9.1 All employees covered by this Agreement shall be paid twelve (12) holidays per year. One-half of the holiday payment shall be made within five (5) working days of June 1st of each year and one-half shall be made within five (5) working days of December 1st of each year.

9.2 In lieu of the payment, a member may elect to take some or all of his holidays in time off with the permission of the Chief of the Department.

9.3 One-half of the holidays shall be credited before June 30th, and one-half of the holidays shall be credited after June 30th for each year of this Agreement.

9.4 When a salary change occurs due to any contractual provision, or a change in grade or a change in longevity, the rate of pay for holidays shall be prorated depending upon the month of the calendar year in which the change occurs.

9.5 When an employee retires during the calendar year, he will receive paid holidays pursuant to this Agreement prorated.

9.6 Members of the Fire Department who have five (5) days or more credit on the time off list may sell back for cash compensation to a maximum of five of the days at the tour hour multiple then in effect, application for cash conversion to be made during December but no later than December 5.

X. EXTRA DUTY TIME

10.1 Whenever possible, a Fire Fighter will replace a Fire Fighter and a superior officer will replace a superior officer.

10.2 substitution - Fire Fighters may be allowed to substitute for each other subject to the approval of the Fire Chief and Departmental Rules. The Fire Fighter will not receive overtime for substitution but will work out the compensation between the substitute and the applicant.

XI. COLLEGE CREDITS

11.1 Each member of the Fire Department who attains an Associate's degree in any major shall receive additional compensation in the amount of Five Hundred (\$500.00) Dollars. A member who attains a Bachelor's degree in any major shall receive additional compensation in the amount of One Thousand (\$1,000.00) Dollars.

11.2 The college degree payment will be made on or about September 20th of each year.

11.3 Schooling/Training - Any member of the paid Fire Department who is ordered or required to attend any training or schooling shall be paid in money at a rate of time and one-half including travel time. Payment shall be made as per regular bi-weekly overtime payments. If any member wishes, he/she may request such compensation be given at a rate of time and one-half in time back.

11.4 Any member of the paid Fire Department who wishes to attend classes, schooling, continuing education seminars, courses pertaining to Fire-Fighting/Fire related subjects or Emergency Medical subjects shall be compensated at a rate of time and one-half in time back only including travel time. Such classes, schooling or courses shall be approved through the Fire Chief. Courses, classes and schooling shall be offered to all members inclusive. Compensation shall be given after successful completion of said schooling.

11.5 As per past practice, fire protection and fire prevention

as stated: R.C.S. Residential Commercial structures, I.C.S. - Industrial Commercial Structures, H.H.S. - Hazardous Highrise structures, Sub-Code/Construction Code Official and Fire Official/Fire Inspector members shall be compensated at straight time back including travel time.

11.6 Time off to attend school while on duty shall be granted provided no overtime is incurred and with the approval of the Chief.

11.7 Any member of the Fire Department who has received the requisite Emergency Medical Technician Certification shall receive an annual stipend as set forth on Exhibit B attached hereto.

XIII. GRIEVANCE PROCEDURE

13.1 The following steps are hereby established as the personal grievance procedure to be followed by all Employees of the Borough covered by this Agreement; to provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement, the following procedure shall be used. For the purpose of this Agreement, the term 'grievance' means any complaint, difference or dispute between the Borough and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or of policies, agreements, and administrative decisions affecting them.

A. STEP-ONE

In the event that any Employee covered by this Agreement has a grievance, within ten (10) working days after either the occurrence of the event, or acts which gave rise to a grievance, the date on which the Employee knew or should have known of such event or acts, the Employee shall present his grievance to the Grievance Committee of the Fire Department for its consideration. If the Grievance Committee shall determine, by majority vote, that the grievance has merit, it may submit such decision to the Fire Chief provided that such submission shall occur within thirty (30) days, after the occurrence of the event or acts which gave rise to a grievance or on the date on which the employee knew or should have known of such event or acts. Such shall be in writing and shall set forth the specific issues and the action requested to be

taken by the Chief. Within five (5) working days after such has been filed with the Chief, the same shall be orally discussed between the Chief, one representative of the Grievance Committee and the Employee. Thereafter, the Chief shall communicate his decision, in writing, to the Grievance Committee and the Employee within six (6) working days after the conclusion of such oral discussion. In the event the Employee does not receive satisfactory relief within the same period of time, the Committee shall have the right to proceed to the next step in this grievance procedure.

B. STEP-TWO

Within three (3) working days after an unsatisfactory decision or result under Step One, the Grievance Committee may appeal such decision to the Mayor and Council. Such appeal shall be in writing and shall set forth the specific nature of the grievance, the facts relating thereto, such specific issue with which the said Committee disagrees with the decision at Step One and the action requested to be taken by the Mayor and Council. Within thirty (30) working days after the appeal has been filed with the Mayor and Council, the same shall be orally discussed between the Mayor and Council, one representative of the Grievance Committee and the Employee. Thereafter, the Mayor and Council shall communicate their decision, in writing, to the said Committee and the Employee within six (6) working days after the conclusion of such oral discussion.

C. ARBITRATION

1. If no satisfactory resolution of the grievance is reached at Step Two, then within five (5) working days, the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

2. The Arbitrator shall have no authority to add to, or subtract from, the Agreement.

3. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Mayor and Council on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.

Any Employee covered by this Agreement may have the right to process his own grievance with his representative.

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last

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preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

XIV. OFF DUTY FIRE ACTION

14.1 Any action taken by a member of the Fire Department on his time off, within the Borough of Edgewater, which would have been taken by such employee on active duty if present or available, should be considered as an appropriate fire response, and the employee shall have all of the rights and benefits concerning such action as if he were then on active duty.

XV. DUES CHECK OFF PROVISION

15.1 Upon presentation the Employer of a dues check off card signed by individual employees, the Employer will deduct from such employees' salaries twice each year, (June and December of each year), the amount set forth on said dues check off authorization card.

15.2 Thereafter, the Employer will, as soon as practicable forward a check in the amount of all dues withheld for this purpose to the FMBA representative entitled to receive same. The said FMBA representative shall be appointed by resolution of the FMBA and certified to the Employer by the FMBA.

XVI. RESIDENCY

16.1 In the event the prevailing state of the law regarding non-mandatory residence is changed, the parties agree that such a requirement shall only apply to the employees hired after the effective date of such legislation and in accordance with the applicable law.

XVII. PERSONAL DAYS

17.1 Each employee shall be entitled to two personal days per annum. Employees shall not be required to advise the Department of the reason for said personal day and said personal days shall be granted except in case of emergencies.

17.2 ADVANCED SICK LEAVE

In the event an employee is absent due to sick leave and has exhausted his accumulated unused sick leave, he shall be absent without pay. Upon application by the employee to the Borough, the employer may grant the employee an advance of sick leave days. In the event an employee does not receive an advance of such sick leave, upon returning to duty and accrued sick leave days as defined in 2.2 herein, an employee shall then be paid by the employer as reimbursement for the sick leave days previously utilized without pay.

17.3 COMPENSATORY TIME; ACCUMULATION

V. Members of the department who have accumulated over four hundred eighty (480) hours of compensatory time shall be paid for such hours in excess of four hundred eighty (480) hours, with the employee having the right to defer such payment for ninety (90) days from the date of execution of this Agreement.

W. A member of the department shall have the right to accumulate up to one hundred (100) hours of compensatory time.

X. A member of the department who has accumulated more than one hundred (100) hours and less than four hundred eighty (480) hours as of the effective date of this Agreement may continue

to maintain such level of accumulated hours of compensatory time, provided however that such accumulation of additional compensatory time may not increase absent an Agreement between the Borough and the F.M.B.A.

XVIII. MISCELLANEOUS

18.1 In all references to any parties, persons, entities or corporation, the use of any particular gender or the plural or singular number shall be deemed to refer to and include the appropriate gender or number, as the text may require.

18.2 (a) It is understood and agreed that if any portion of this Agreement, or the application of this Agreement to any person or circumstances shall be invalid, the remainder of this Agreement, or the application of such provision to other persons or circumstances shall not be affected thereby.

(b) If any such provisions are so invalid, the Borough and the Fire Department will meet for the purpose of negotiating changes made necessary by applicable law.

18.3 The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State or Federal Laws.

18.4 (a) The parties agree that during the term of this Agreement, they shall meet periodically in good faith and attempt to resolve such additional issue as may arise.

(b) If agreement is reached between the parties as to any such additional issues, then and in that event, any such execution of same, duly signed by the Fire Department and the necessary Borough officials.

XIX. SCHEDULE OF HOURS

19.1 The schedule of hours of duty shall be as directed in Section 40A:14-52 of the New Jersey Statutes Annotated.

19.2 All the terms, covenants and conditions herein contained shall inure to the benefit of and shall bind the respective parties hereto, their legal representatives, successors and assigns.

XX. AGENCY SHOP

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

20.02 The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands and liabilities resulting from any suit or action brought as a result of the implementation of the agency shop, and it shall reimburse the Borough for all costs, including reasonable attorney's fees incurred in defense of the Borough. This section shall only apply

provided there is neither intentional nor wrongdoing on the part of the Town.

XXI. NO WAIVER

21.1 Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement or exercise one's rights pursuant thereto shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled.

XXII. JOB DESCRIPTIONS

22.1 The Fire Department members are responsible for providing ambulance services, fire inspections and responding to fires. It is the member's responsibility to acquire and maintain the appropriate license(s) to perform the above responsibilities.

As appropriate to the member, the duties of the members, but not an exhaustive list, are contained in the job specifications prepared by the New Jersey Department of Personnel for the following titles:

- Fire Fighter
- Emergency Medical Technician

EXHIBIT A

VACATION

- A. Firemen - twelve (12) working days per year.
- B. Lieutenant - fourteen (14) working days per year.
- C. Captain - fourteen (14) working days per year.
- D. Deputy Chief - sixteen (16) working days per year.

In addition to the above vacation schedule, one (1) extra vacation day shall be granted to each employee with five (5) years of service in the Department. One (1) additional day shall be granted to each employee after a total of ten (10) years of service in the Department. One (1) additional day shall be granted to each employee after a total of fifteen (15) years of service in the Department. One (1) additional day shall be granted to each employee after a total of twenty (20) years of service in the Department. In other words, each employee shall be entitled to four (4) extra vacation days after twenty (20) years of service in the Department.


XXIII. EFFECTIVE DATE AND DURATION

23.1 This agreement shall be effective as of July 1, 2003. and shall terminate June 30, 2006, pursuant to all applicable laws.

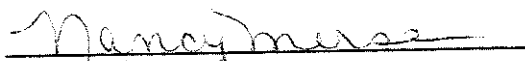
23.2 In the event the parties do not enter into a new agreement on or about June 30, 2006, then this agreement shall continue in full force and effect indefinitely, subject to being terminated upon mutual agreement of a new contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused this agreement to be signed by their duly authorized officers or representatives on the date and year first above written.

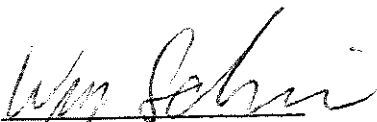
ATTEST:


Barbara Rae
Borough Clerk

BOROUGH OF EDGEWATER


Nancy Merse, Mayor

ATTEST:


FIREMEN

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION

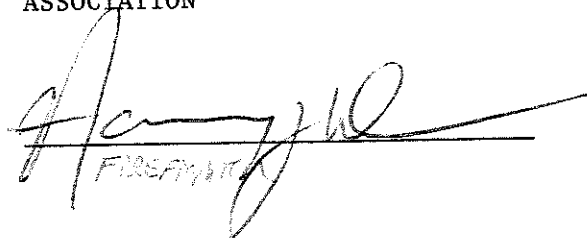

FIREMEN

EXHIBIT B

EDGEWATER FIRE DEPARTMENT

Job Titles	Base Year Of Contract	As of 7/03	As of 7/04	As of 7/05
Firefighter 1st Class	74,333.59	77,306.93	80,399.21	83,615.18
Fire Department members who have current and effective EMT certification shall receive an annual stipend provided that such certificate encompasses the D level or certificate	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00