

## Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2016 thru 12/31/2018.

Employer: Township of Union  
County: Union  
Date: 9/5/17  
Name: Eileen Birch  
Print Name  
Title: Municipal Clerk  
Eileen Birch  
Signature

**AGREEMENT**

**Between**

**THE TOWNSHIP OF UNION**

**and**

**LOCAL NO. 46**

**FIREFIGHTERS MUTUAL BENEVOLENT ASSOCIATION**

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**January 1, 2016 through December 31, 2018**

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**PREAMBLE**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 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 first part AND the FIREFIGHTERS MUTUAL BENEVOLENT ASSOCIATION, LOCAL 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 2016, 2017, and 2018.

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

Now, therefore, in consideration of the sum of One and xx/100 (\$1.00) Dollars 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, Firefighters 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 Article XXXII. 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 Article XXXIII.

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.

G. 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.

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

F. Members with college degrees will receive the following annual compensation to be paid on December 1<sup>st</sup> of each year of this Agreement:

Associate Degree:	\$500.00
Bachelor Degree:	\$1000.00

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**

**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 IX**

**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-on-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 X

### 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 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 XI**

### **HOLIDAYS**

A. The members of the Association shall be entitled to thirteen (13) paid holidays per year.



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	

D. The "Letter of Understanding, Holiday Pay/Attendance for the Administrative Staff of the Fire Department" shall also remain in effect from January 1, 2016 through December 31, 2018.

## **ARTICLE XII**

### **HOURS OF WORK**

A. Employees who are assigned to firefighting 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 (1) 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 (Four 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 (40) 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 XIII**

#### **INSURANCE**

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

1. Basic medical with coverage at least equal to or better than that which has heretofore been in effect, subject to Paragraph K.
2. Major medical with coverage at least equal to or better than that which has heretofore been in effect, subject to Paragraph K.
3. Dental with coverage at least equal to or better than that which has heretofore been in effect with a \$1,500.00 limit.
4. Effective November 26, 2007, or as soon as is administratively feasible, prescription with coverage at least equal to that which has heretofore been in effect, subject to a

twenty (\$20.00) dollar co-pay for non-generic drugs; a five (\$5.00) dollar co-pay for generic drugs; mail order drugs (three [3] month dosage) at ten (\$10.00) dollar co-pay for generic drugs; a forty (\$40.00) dollar co-pay for non-generic drugs.

5. Effective May 1, 2010, the health insurance plan provided by the Township, including the prescription plan will change to the New Jersey State Benefit Direct 10 Plan.

The prescription plan shall be the Prescription Drug Plan for Local Government Employees which includes out-of-pocket prescription co-pays as follows:

<b>RETAIL PHARMACY PRESCRIPTIONS</b>		
Number of Days	Generic Co-Pays	Name Brand Co-Pays
1-30	\$3.00	\$10.00
31-60	\$6.00	\$20.00
61-90	\$9.00	\$30.00
<b>MAIL ORDER</b>		
1 - 90	\$5.00	\$15.00

If there are any future changes to health benefits, the standard shall be that the new plan must be equal to or better than the State Health Benefits Plan Direct 10 Plans for year 2010. Therefore, any change from the current benefits which are in effect when the Plans commence must be equal to or better than those previously provided by the SHBP Direct 10, as of 2010.

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 the employee may continue coverage under the Township Group at the employee's own cost and expense.

1. If a member retires because of disability resulting from injury incurred in the line of duty, whether traumatic or not, or in the event a member of the Department 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 Department or in the Police and Firemen's Retirement System, he or she shall be entitled to the continuance by the Township in his or her 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 or she 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 surviving spouse 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 surviving spouse or said member either dies or remarries.

E. Whenever, by reason of this contract, the Township carries a member, dependent or survivor, as 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, Supervisors Unit 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 Township agrees that any modification to the group's dental, 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, the employee shall be paid a stipend in the amount of \$3000 for each year they elect not to be covered. This stipend shall be made in payments of \$1,500.00 each on July 1<sup>st</sup> and on December 1<sup>st</sup>. Any employee who exercises this option, shall, without exception, unilaterally retain the right to be reinstated into 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 XIV

### 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 5<sup>th</sup> 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 XV

### 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 follow schedule:

<u>YEARS OF SERVICE</u>	<u>ADDITIONAL COMPENSATION PER YEAR</u>
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:

<u>YEARS OF SERVICE</u>	<u>ADDITIONAL COMPENSATION PER YEAR</u>
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	8% 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.

## ARTICLE XVI

### 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 XVII**

**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 XVIII**

**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 XIX**

**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 XX**

### **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) firefighters 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 24<sup>th</sup> and continuing up to December 25<sup>th</sup> morning shift and the start of the morning shift on December 31<sup>st</sup> and continuing up to January 1<sup>st</sup> 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 XXI**

### **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 XXII

### 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 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.

E. 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 XXIII**

**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 (1/2) 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 (1/2) shall be paid on retirement and the balance shall be paid in January of the following year. A similar three (3) year payout will be at the option of the member.

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 XXIII (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 XXIV

### SALARIES

A. Each member of the Union Fire Department covered by the terms of this contract shall receive annual compensation, in accordance with the attached schedule (Appendix A):

B. 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.

C. 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.

D. Any employee currently receiving senior status differential pay, shall continue to receive senior status differential pay in the amount of thirty nine hundred and twenty-four (\$3,924.00) dollars added to their salary. However, said thirty nine hundred and twenty-four

(\$3,924.00) dollars, senior status differential pay, shall not be included in base pay for the purpose of determining any negotiated across the board increases nor shall it be included for calculating any differential or longevity benefits.

Any employee not receiving senior status differential pay as of November 26, 2007, but hired before June 1, 2000, shall upon completion of fifteen (15) years of service, have nine hundred eighty-one (\$981.00) dollars senior status differential pay added to their salary. After completion of seventeen (17) years of service, an employee shall have an additional nine hundred eighty-one (\$981.00) dollars added to their salary. After completion of nineteen (19) years of service, an employee shall have an additional nine hundred eighty-one (\$981.00) dollars added to their salary. After completion of twenty-one (21) years of service, an employee shall have an additional nine hundred eighty-one (\$981.00) dollars added to their salary. However, said senior status differential pay shall not be included in base pay for the purpose of determining any negotiated across the board increases nor shall it be included for calculating any differential or longevity benefits.

Any employee hired after June 1, 2000 shall not be eligible for any senior status differential pay.

E. 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 Firemen's Retirement System (PFRS).

F. Effective January 1, 2017, all certified firefighters shall receive a \$500.00 stipend not included in base. Effective January 1, 2018, the certified firefighter Stipend shall be increased to \$750.00 not included in base. The stipend shall be eliminated on December 31, 2018.

**ARTICLE XXV**

**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 there from.
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 XXVI**

#### **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 XXVII**

**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 the 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 (1) 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 XXVIII

#### 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 firefighters; 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, 2016, 2017 and 2018 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 VIII.

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

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.

N. Members elected or appointed to a State Office in the FMBA shall be afforded the necessary time off with pay to fulfill requirements of such office, subject to approval of the Chief.

**ARTICLE XXIX**

**TERM OF CONTRACT**

This Agreement shall be in full force and effect as of January 1, 2016 and shall remain in effect to and including December 31, 2018, without any reopening date. The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply effective January 1, 2016, 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 XXX**

**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 approval by the Chief of the Fire Department.

### ARTICLE XXXI

#### 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) firefighters 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 15<sup>th</sup> and September 15<sup>th</sup>.

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<sup>st</sup> through the 15<sup>th</sup> day of the calendar month, none after the 15<sup>th</sup> 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.

<u>Years of Service</u>	<u>Working Days Off</u>
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**

<u>Years of Service</u>	<u>Working Days Off</u>
1 - 4	15
5 - 9	19
10 - 14	21
15 - up	25

**ARTICLE XXXII**

**MEAL REIMBURSEMENT**

\$9.00

**ARTICLE XXXIII**

**MILEAGE REIMBURSEMENT**

\$.035/mile

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:

Yale Birch


TOWNSHIP OF UNION IN THE  
COUNTY OF UNION

By: 

ATTEST:

Joseph Brown

LOCAL NO. 46, FIREFIGHTERS  
MUTUAL BENEVOLENT  
ASSOCIATION

By:   
President



APPENDIX A  
Salaries

Steps "Training" through "FF2nd Class" shall be frozen for the duration of the Collective Bargaining Agreement. Firefighters on those steps shall be eligible to move to the next step on their anniversary date in 2016, 2017 and 2018. If a new agreement is not reached by January 1, 2019, firefighters in the salary guide who are not at the top step will continue to move on the steps of the salary guide on their anniversary date unless the law changes or the parties negotiate something different.

Firefighters salaries on step "FF1st Class" shall be adjusted as follows:

July 1, 2016	-	2%
January 1, 2017	-	1.5%
January 1, 2018	-	1.75%

Firefighters hired on or before March 31, 2013 shall be:

FMBA	07/1/2016	01/01/2017	01/01/2018
Shift			
FF 1 <sup>st</sup> Class	\$100,584.00	\$102,093.00	\$103,880.00
FF 2 <sup>nd</sup> Class	\$88,542.00	\$88,542.00	\$88,542.00
FF 3 <sup>rd</sup> Class	\$81,879.00	\$81,879.00	\$81,879.00
FF 4 <sup>th</sup> Class	\$75,214.00	\$75,214.00	\$75,214.00
FF 5 <sup>th</sup> Class	\$68,543.00	\$68,543.00	\$68,543.00
FF 6 <sup>th</sup> Class	\$61,879.00	\$61,879.00	\$61,879.00
FF 7 <sup>th</sup> Class	\$52,947.00	\$52,947.00	\$52,947.00
FF 8 <sup>th</sup> Class	\$45,131.00	\$45,131.00	\$45,131.00
Training	\$36,164.00	\$36,164.00	\$36,164.00
Inspector 1 <sup>st</sup> Year			
FF 1 <sup>st</sup> Class	\$102,267.00	\$103,801.00	\$105,618.00
FF 2 <sup>nd</sup> Class	\$90,136.00	\$90,136.00	\$90,136.00
FF 3 <sup>rd</sup> Class	\$83,473.00	\$83,473.00	\$83,473.00
FF 4 <sup>th</sup> Class	\$76,807.00	\$76,807.00	\$76,807.00
FF 5 <sup>th</sup> Class	\$70,136.00	\$70,136.00	\$70,136.00
FF 6 <sup>th</sup> Class	\$63,473.00	\$63,473.00	\$63,473.00
FF 7 <sup>th</sup> Class	\$54,541.00	\$54,541.00	\$54,541.00
FF 8 <sup>th</sup> Class	\$46,580.00	\$46,580.00	\$46,580.00
Training	\$37,610.00	\$37,610.00	\$37,610.00
Inspector 2 <sup>nd</sup> Year			
FF 1 <sup>st</sup> Class	\$102,772.00	\$104,314.00	\$106,139.00
FF 2 <sup>nd</sup> Class	\$90,614.00	\$90,614.00	\$90,614.00
FF 3 <sup>rd</sup> Class	\$83,948.00	\$83,948.00	\$83,948.00
FF 4 <sup>th</sup> Class	\$77,285.00	\$77,285.00	\$77,285.00
FF 5 <sup>th</sup> Class	\$70,616.00	\$70,616.00	\$70,616.00
FF 6 <sup>th</sup> Class	\$63,949.00	\$63,949.00	\$63,949.00

<b>FMBA</b>	<b>07/1/2016</b>	<b>01/01/2017</b>	<b>01/01/2018</b>
FF 7 <sup>th</sup> Class	\$55,019.00	\$55,019.00	\$55,019.00
FF 8 <sup>th</sup> Class	\$47,013.00	\$47,013.00	\$47,013.00
Training	\$38,041.00	\$38,041.00	\$38,041.00
Inspector 3 <sup>rd</sup> Year			
FF 1 <sup>st</sup> Class	\$103,278.00	\$104,827.00	\$106,661.00
FF 2 <sup>nd</sup> Class	\$91,092.00	\$91,092.00	\$91,092.00
FF 3 <sup>rd</sup> Class	\$84,429.00	\$84,429.00	\$84,429.00
FF 4 <sup>th</sup> Class	\$77,762.00	\$77,762.00	\$77,762.00
FF 5 <sup>th</sup> Class	\$71,093.00	\$71,093.00	\$71,093.00
FF 6 <sup>th</sup> Class	\$64,426.00	\$64,426.00	\$64,426.00
FF 7 <sup>th</sup> Class	\$55,497.00	\$55,497.00	\$55,497.00
FF 8 <sup>th</sup> Class	\$47,434.00	\$47,434.00	\$47,434.00
Training	\$38,478.00	\$38,478.00	\$38,478.00

Firefighters hired after March 31, 2013:

<b>FMBA</b>	<b>07/1/2016</b>	<b>01/01/2017</b>	<b>01/01/2018</b>
FF 1 <sup>st</sup> Class	\$100,584.00	\$102,093.00	\$103,880.00
FF 2 <sup>nd</sup> Class	\$92,670.00	\$92,670.00	\$92,670.00
FF 3 <sup>rd</sup> Class	\$86,727.00	\$86,727.00	\$86,727.00
FF 4 <sup>th</sup> Class	\$80,785.00	\$80,785.00	\$80,785.00
FF 5 <sup>th</sup> Class	\$74,843.00	\$74,843.00	\$74,843.00
FF 6 <sup>th</sup> Class	\$68,900.00	\$68,900.00	\$68,900.00
FF 7 <sup>th</sup> Class	\$62,958.00	\$62,958.00	\$62,958.00
FF 8 <sup>th</sup> Class	\$57,016.00	\$57,016.00	\$57,016.00
FF 9 <sup>th</sup> Class	\$51,073.00	\$51,073.00	\$51,073.00
FF 10 <sup>th</sup> Class	\$45,131.00	\$45,131.00	\$45,131.00
Training	\$36,164.00	\$36,164.00	\$36,164.00
Inspector 1 <sup>st</sup> Year			
FF 1 <sup>st</sup> Class	\$102,267.00	\$103,801.00	\$105,618.00
FF 2 <sup>nd</sup> Class	\$94,300.00	\$94,300.00	\$94,300.00
FF 3 <sup>rd</sup> Class	\$88,335.00	\$88,335.00	\$88,335.00
FF 4 <sup>th</sup> Class	\$82,370.00	\$82,370.00	\$82,370.00
FF 5 <sup>th</sup> Class	\$76,405.00	\$76,405.00	\$76,405.00
FF 6 <sup>th</sup> Class	\$70,440.00	\$70,440.00	\$70,440.00
FF 7 <sup>th</sup> Class	\$64,475.00	\$64,475.00	\$64,475.00
FF 8 <sup>th</sup> Class	\$58,510.00	\$58,510.00	\$58,510.00
FF 9 <sup>th</sup> Class	\$52,545.00	\$52,545.00	\$52,545.00
FF 10 <sup>th</sup> Class	\$46,580.00	\$46,580.00	\$46,580.00
Training	\$36,164.00	\$36,164.00	\$36,164.00
Inspector 2 <sup>nd</sup> Year			

<b>FMBA</b>	<b>07/1/2016</b>	<b>01/01/2017</b>	<b>01/01/2018</b>
FF 1 <sup>st</sup> Class	\$102,772.00	\$104,314.00	\$106,139.00
FF 2 <sup>nd</sup> Class	\$94,789.00	\$94,789.00	\$94,789.00
FF 3 <sup>rd</sup> Class	\$88,817.00	\$88,817.00	\$88,817.00
FF 4 <sup>th</sup> Class	\$82,845.00	\$82,845.00	\$82,845.00
FF 5 <sup>th</sup> Class	\$76,873.00	\$76,873.00	\$76,873.00
FF 6 <sup>th</sup> Class	\$70,901.00	\$70,901.00	\$70,901.00
FF 7 <sup>th</sup> Class	\$64,929.00	\$64,929.00	\$64,929.00
FF 8 <sup>th</sup> Class	\$58,957.00	\$58,957.00	\$58,957.00
FF 9 <sup>th</sup> Class	\$52,985.00	\$52,985.00	\$52,985.00
FF 10 <sup>th</sup> Class	\$47,013.00	\$47,013.00	\$47,013.00
Training	\$36,164.00	\$36,164.00	\$36,164.00
Inspector 3 <sup>rd</sup> Year			
FF 1 <sup>st</sup> Class	\$103,278.00	\$104,827.00	\$106,661.00
FF 2 <sup>nd</sup> Class	\$95,274.00	\$95,274.00	\$95,274.00
FF 3 <sup>rd</sup> Class	\$89,294.00	\$89,294.00	\$89,294.00
FF 4 <sup>th</sup> Class	\$83,314.00	\$83,314.00	\$83,314.00
FF 5 <sup>th</sup> Class	\$77,334.00	\$77,334.00	\$77,334.00
FF 6 <sup>th</sup> Class	\$71,354.00	\$71,354.00	\$71,354.00
FF 7 <sup>th</sup> Class	\$65,374.00	\$65,374.00	\$65,374.00
FF 8 <sup>th</sup> Class	\$59,394.00	\$59,394.00	\$59,394.00
FF 9 <sup>th</sup> Class	\$53,414.00	\$53,414.00	\$53,414.00
FF 10 <sup>th</sup> Class	\$47,434.00	\$47,434.00	\$47,434.00
Training	\$36,164.00	\$36,164.00	\$36,164.00