
COLLECTIVE BARGAINING AGREEMENT

COPY

Between

BOARD OF FIRE COMMISSIONERS
HAMILTON TOWNSHIP FIRE DISTRICT NO. 3
MERCER COUNTY NEW JERSEY

AND

NEW JERSEY F.M.B.A. LOCAL NO. 84

COVERING THE PERIOD BETWEEN JANUARY 1, 1996 AND DECEMBER 31, 1998

Prepared by the Law Offices of:

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AGREEMENT, made this day of 1996 by and between the Board of Fire Commissioners, Hamilton Township Fire District No. 3, hereinafter referred to as the "Commissioners" and the Fireman's Mutual Benevolent Association (Local #84) hereinafter referred to as "FMBA".

ARTICLE I. Purpose

It is the purpose of this Agreement to define the terms and conditions of employment for members of the bargaining unit.

ARTICLE II. Recognition

Section 1. The Commissioners recognize the Local #84 as the exclusive collective bargaining representative for all paid fire prevention and suppression employees of the Commissioners of Fire District No. 3, Hamilton Township.

Section 2. Excluded are:

- A. Supervisors
- B. Managerial Executives
- C. Volunteer firefighters not paid employees of the District
- D. Confidentials
- E. Police and Craft Employees
- F. Professionals
- G. Non-Firefighting Employees

ARTICLE III. Duration of Agreement

The Commissioners and the FMBA agree the duration of this Agreement shall be for a period of three (3) years commencing January 1, 1996 and ending December 31, 1998. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration (December 31, 1998) set forth herein until the parties have mutually agreed upon a new Agreement.

ARTICLE IV. Discrimination

The Commissioners and the FMBA both recognize that there shall be no unlawful discrimination by reason of sex, age, handicap, creed, race, origin and residency as far as employment and promotions are concerned or as far as any application for or condition of employment. The Commissioners further agree that they will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the FMBA Local #84, or do anything to interfere with the exclusive representative of the Employees in the appropriate bargaining unit.

ARTICLE V. Sick Time and Disability Provisions

Section 1. Each employee receives fifteen (15) days sick time per year from the date of employment to the date terminal leave commences. Sick time shall be cumulative and each employee shall be paid for one-half of their accumulated sick time upon retirement in the Hamilton Township Fire District No. 3.

Section 2. If entitled to reimbursement for accumulated sick leave under Section 1, payment for accumulated sick based shall be calculated by dividing the highest base salary attained by that employee at the time of retirement (including longevity excluding overtime) by fifty two (52). Said calculation will arrive at a weekly rate, which shall then be divided by forty-two (42). Said calculation will arrive at an hourly rate, which shall then be multiplied times fifty percent (50%) of accumulated sick time, thus arriving at the amount of the lump sum payable to the employee. For the purposes of this section, a sick day is leaved on a 12 hour day. Such payment shall not exceed a total of \$16,000.

n 3. Each employee's sick time accrued prior to this Agreement shall be mutually agreed upon by both parties and shall be included in addition to sick time provided for by this Agreement.

Section 4. The heirs, assigns or designees of an employee within the Fire District whose employment is terminated by death and while in good standing shall receive the payments as set forth in Section 1.

Section 5. Employees who receive a disability retirement or a deferred retirement pursuant to P.F.R.S. shall receive payments in accordance with Section 1 of this Article.

Section 6. An employee may take sick time for any of the following reasons:

a. Personal illness or personal incapacity to such an extent as to render the employee unable to perform his or her duties adequately.

b. Attendance to the members of their immediate family whose illness requires the care of such employee up to five (5) days.

Section 7. Employees are subject to disciplinary action by the Commissioners for the willful, malicious and negligent use of sick leave by the employee.

Section 8. Service connected disabilities shall be treated in the following manner:

a. Employees who are injured while in the performance of duty, sustain an illness directly related to the fire occupation or suffer work-connected injury or disability shall be granted leave of absence with full pay for lost time from work provided the injury or illness has been substantiated by a physician. Said sick leave will not be chargeable under sick time regulations. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Workers' Compensation paid under the New Jersey Workers' Compensation Act for temporary disability. Said leave shall be limited to a maximum of one (1) year from the date of injury.

b. The employee shall be required to present evidence by certificate of an authorized physician that he or she is unable to work and the Commissioners may reasonably require the said employee to present such certificates from time to time.

c. In the event a conflict arises with respect to a definition of major illness or injury between the parties, a meeting will be convened between the Commissioners and the FMBA for the purpose of arriving at a final determination.

d. In the event the employee contends that he or she is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Commissioners or its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining judgement in the Division of Workers' Compensation establishing such further period of disability and such findings of the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

e. For purposes of this Article, injury or illness incurred while the employee is attending a training program sanctioned by the Commissioners shall be considered in the line of duty.

f. In the event of a dispute as to whether the absence shall be computed or designated as sick leave or as to any injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgement, or, if there is an appeal therefrom, the final decision of the last reviewing court.

g. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as chargeable under sick time regulations.

h. Employees returning from authorized leave of absence, as set forth above, will be restored to their original job classification and shifts at the appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits, subject to the employee's ability to perform all duties and functions required by the position.

Section 9. Any employee of the District who reports for duty and subsequently reports off duty due (4) hours from shift start will be charged against sick time only those hours actually not worked.

ARTICLE VI. Bereavement

Any employee suffering bereavement by reason of death in his or her family, including spouses, children, parents, grandparents, brother, sisters and parents-in-law shall receive up to four (4) working days from the day of death to the day after the funeral for the purpose of attending the funeral or arranging for personal affairs. The employee will be granted one (1) day on the day of the burial if the employee is scheduled to work in the event of the death of a brother-in-law, sister-in-law, first cousin, an aunt, uncle, nephew, niece or grandchild of the employee. In special situations where the request is reasonable, such time may be extended up to seven (7) days. In construing this article, the Commissioners will give due consideration to the circumstances of any employee who has death in the family out of state.

ARTICLE VII. Hours of Work and Overtime

Section 1. The work week for firefighter/drivers shall consist of an average of forty-two hours per week over an eight week cycle as set by the Commissioners:

a. Rotating shifts consisting of ten (10) hours day shifts (8 a.m. - 6 p.m.) and fourteen hour nights shifts (6 p.m. - 8 a.m.); or

Section 2. Work Schedule: Work schedules showing the employee's shifts, work days and hours, shall be posted at all times in the station, and a copy forwarded to the FMBA. Except in emergency, one (1) week advance notice will be given for the purpose of shift changes. Emergency is hereby defined as any situation which jeopardizes the public health, benefit, safety and welfare, as defined by New Jersey State Law, hamilton Township Ordinance, or at the discretion of the Commissioners.

Section 3. Overtime:

a. Firefighters shall be compensated for overtime on an hourly rate based on a forty-two (42) hour week.

b. An employee who is recalled to work overtime for any reason, shall receive a minimum of three hours overtime pay computed at time and one-half of the employee's pay.

c. If said employee is performing the responsibilities of another position or title and thus acting in the same capacity for longer than a two (2) week period, said employee's salary should reflect that position or title salary for all time worked.

d. Employees covered under this Agreement shall be offered the right of first refusal with regard to any overtime situation

created through the use of any leave under this Agreement or any other cause for overtime sanctioned by the Commissioners.

ARTICLE VIII. Uniforms

Section 1. The Commissioners agree to provide five (5) sets of work station uniforms to each employee upon initial hiring, including short sleeve shirts, long sleeve shirts, pants, sweatshirt, jacket, T-shirts, patches, badges, collar pins, name tags and shoes.

Section 2. No long sleeve shirts are to be worn under a short sleeve shirt.

Section 3. If at any time the Commissioners make any uniform change, the initial cost of requiring each employee to change uniforms shall be borne by the Commissioners.

Section 4. Any employee who has had his or her uniform damaged in the line of duty shall have that portion or all of the uniform completely replaced and the cost shall be borne by the Commissioners.

Section 5. The Commissioners further agree to pay each employee \$350 in 1996, \$400 in 1997 and \$450 in 1998 for uniform maintenance and replacement due to normal wear and tear. Said payment will be made in the first pay period in March.

ARTICLE IX. Health Benefits and Hospitalization

Section 1. The Commissioners shall provide to all employees and their families hospitalization and sickness insurance under the

New Jersey State Health Benefits Plan. The Commissioners shall also provide to all unit employees and their families major medical benefits pursuant to the State Health Benefits Plan.

Increased cost for the options plans (like HMO), which are selected by the Employee shall be borne by the Employee, if any.

Section 2. Dental Benefits. The Commissioners shall provide, at no cost to the employee, full dental coverage for each employee and his family.

Section 3. Combination Optical and Prescription Coverage: The Commissioners shall reimburse each employee for his and his family's expenses for eyeglasses an examinations and prescription drugs, up to the following amounts in the years stated, upon presentation of receipts to the Commissioners:

1996	\$700.00
1997	\$725.00
1998	\$750.00

ARTICLE X. Pensions

The Commissioners will provide pension and retirement benefits and contribute as heretofore for all employees covered by this Agreement under the Public Employees Retirement System or Police and Firemen's Retirement System pursuant to pfovisions of the statutes and laws of the State of New Jersey.

ARTICLE XI. Vacations

Section 1. Yearly vacations will be as follows:

- A. After 1 year: 8 days
- B. After 3 years: 12 days
- C. After 15 years: 16 days
- D. After 20 years: 20 days

Vacation choices with respect to available dates shall be on the basis of seniority.

Section 2. Each employee shall be entitled to two (2) personal days per year to be used for any reason whatsoever. The employee shall provide the Commissioner in charge of personnel with at least one (1) day notice for each personal day to be taken. In the first calendar year of employment a new employee shall accrue one personal day at the end of each fourth month of employment or major portion thereof, not to exceed 2 per year.

Section 3. Non-Cumulative: All yearly vacation and personal days must be completed prior to December 31st of each year; except, when special situations are presented and with approval of the Commissioners, a total of 5 days may be held over into the next year.

Section 4. Injured Personnel: Any employee injured in the line of duty preceding his or her vacation shall not be penalized and the vacation shall be rescheduled for a period which is mutually agreeable between the Employee and the Commissioners.

ARTICLE XII. Longevity

In addition to base pay, the Commissioners agree to pay each eligible employee, an annual longevity stipend as per the following schedule:

- a. Upon the completion of six (6) years of service -- two percent (2%) of annual base pay.
- b. Upon the completion of fifteen (15) years of service -- six percent (6%) of annual base pay.
- c. Upon completion of twenty-five years of service -- ten percent (10%) of annual base pay.
- d. Additional one-time longevity lump sum payment of \$1,000.00 upon the completion of 20 years of service to be paid as follows: \$200.00 on or about October 1, 1997 and \$800.00 on or about May 1, 1998.

ARTICLE XIII. Holidays

Section I. The Commissioners agree to compensate each firefighter, in addition to the regular salary, and as additional compensation, ten (10) days during the calendar year 1996, eleven (11) days during the calendar year 1997 and twelve (12) days during the calendar year 1998 as holiday pay. Such compensation is equal to twelve hours pay at the employee's individual hourly pay. This payment is to be made on the first pay day in December. Employees hired during the year shall receive a pro-rata share of this holiday pay, just as any Employee who has commenced the terminal

leave during the year shall only receive a pro-rata share up to the commencement date.

ARTICLE XIV. Leave Without Pay

The Commissioners, upon the request of an employee and after reasonable notice, may grant a six (6) month leave of absence without pay to the said Employee. Said leave may only be granted by the Commissioners when the Commissioners receive a written request signed by the Employee and endorsed by his immediate supervisor. The Commissioner may extend such leave for an additional six (6) months, If, however, the said employee overstays such leave, his employment with the Fire District shall be deemed to have terminated. Seniority of the Employee shall continue to accumulate during such leave.

ARTICLE XV. Salaries

Section 1. The employees within fire District 3 shall be paid with the following salary schedule.

Firefighter/Driver hired prior to January 1, 1996

	<u>1996</u>	<u>1997</u>	<u>1998</u>
Step 1	\$28,000	\$28,000	\$28,000
Step 2	\$30,263	\$31,776	\$33,683
Step 3	\$31,450	\$33,022	\$35,004
Step 4	\$32,636	\$34,268	\$36,324

Step 5	\$33,824	\$35,515	\$37,646
Step 6	\$35,723	\$37,509	\$39,760

Part-Time Fire Inspector

	<u>1996</u>	<u>1997</u>	<u>1998</u>
Per Hour	\$12.75	\$13.25	\$13.75

Section 2. On January 1st of each year all employees not at the top of their respective guides will, in addition to the "across the board" negotiated increases advances one additional step in his or her salary guide. For example, an employee who was at the 2nd step as of December 31, 1995 will be placed at the 3rd step of the salary guide as of January 1, 1996.

Section 3. The above salaries are intended to cover base salaries only and are not to limit longevity stipends, overtime pay, etc. with respect to those employees who are entitled to same, if any.

Section 4. All employees, hired prior to January 1, 1990 for purposes of establishing their placement in the salary schedule, shall be at the maximum step of their position.

ARTICLE XVI. Grievance Procedure

A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violation, (alleged or otherwise), of any provision of this Agreement or regarding

employment or the application of any rules, regulations, ordinance and/or statute which actually affects working conditions.

A grievant is defined as any individual or entity which has been, is being or may be affected by any issue or controversy or dispute or application as indicated in the definition of a grievance.

Where disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during or in the course of a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All other gifts and benefits under this Agreement shall be available to the subject employee during the pendency of any disciplinary proceedings.

Grievances, disputes or controversies which may arise shall be resolved in the following manner:

Section I. A written grievance shall meet the following specifications:

- a. It shall be specific.
- b. It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.
- c. It shall specify the section of the Agreement, Rule, Regulation or Statute which has been allegedly violated, misapplied or as to which the dispute arises.
- d. It shall state the relief requested.

e. It shall contain the date of the alleged dispute, controversy or issue.

f. It shall be signed by the grievant.

Section 2. Times as indicated exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.

Section 3. Step Procedures

Step One: Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he or she knew or should have known of its existence, the aggrieved employee's grievance shall be discussed verbally and if resolved, no further action shall be taken. If not resolved on an informal discussion basis within three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved and submitted to the commissioner in charge of personnel. In no event shall a grievance be initiated more than thirty (30) calendar days after its occurrence or more than thirty (30) calendar days after the grievant first knew or should have known of its existence. The Commissioner in charge of personnel shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission. The time limit in preparing a written grievance or written response may be waived by mutual agreement.

Step Two: In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, then the grievance shall be submitted in writing, by the grievant, to the Board of Fire Commissioners. The Commissioners shall submit

their written answer, to the grievant, within fourteen (14) calendar days. This time limit may be waived by mutual agreement.

Step Three: In the event the grievance shall not have been resolved at Step Two, then the grievant may seek relief at arbitration as herein specified. In all respects the initiation of binding arbitration or Court process shall begin within forty-five (45) days after written resolution from the Commissioners.

Section 4. Arbitration.

a. Arbitration requests shall be directed to the Public Employment Relations Commission subject to the rules then existing of such agency. The aggrieved party shall copy the other party. The request shall specify the particulars of the grievance and the Contract provision(s) allegedly violated.

b. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Commission.

c. As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the subject matter of the dispute. The decision of the arbitrator will be served upon the employee or the employees aggrieved, the Commissioners and the FMBA in writing. It shall be the obligation of the arbitrator, to the Commissioners and to the FMBA, to make his best effort to rule on the cases heard by him within twenty-one (21) calendar days after the hearing.

d. Unless otherwise mutually agreed, this submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedure at Step One. This paragraph shall not be construed so as to limit the submission of proofs by the parties.

e. The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved.

f. The expenses of the arbitrator shall be shared equally by both parties. Each party shall make arrangements for and pay the witnesses which are called by it.

ARTICLE XVII. Maintenance of Benefits

Both the Commissioners and the FMBA agree that all benefits and conditions of employment presently in effect for employees be maintained except where modified pursuant to this Agreement.

ARTICLE XVIII. General Provisions

a. Both the Commissioners and the FMBA acknowledge that this Agreement is a fair agreement and both parties agree that no modification or waiver of any of the terms of this Agreement shall be valid unless in writing, signed and acknowledged by both parties. No waiver of any breach herein or default hereunder shall be deemed a waiver or any subsequent breach or default of same or similar nature. Further, the waiver of any breach of conditions of

this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions thereof.

b. It is understood and agreed by and between the Commissioners and the FMBA that if any part of this Agreement is in conflict with applicable State or Federal laws, that such part shall be suspended and the appropriate applicable provision shall prevail; the remainder of this Agreement shall not be affected thereby.

c. Notwithstanding any prior Articles, all paragraphs of this Article or provisions of this Agreement may be changed or altered provided both parties mutually agree in writing.

ARTICLE XIX. Post-Termination Employment

Any employee whose services are terminated, and who is in good standing, and who is called to testify or assist in any proceeding, including but not limited to criminal and civil cases, administrative hearings, disciplinary hearings and so forth, that he or she investigated or was involved in prior to termination of his services, shall be compensated for such appearance by a day's pay at the present prevailing rate at the same compensation as paid to the employees in the rank held immediately prior to termination exclusive of overtime. Employees who are required to appear for such appearance shall also be compensated for reasonable travelling expenses.

ARTICLE XX. Personnel Files

There shall be one Fire District No. 3 employee file, and the employees shall have the right to examine their files at a reasonable time. Employees shall have the further right to rebut any derogatory materials included in their files. No reasonable request to view a file shall be refused, except that an employee shall be limited to viewing his file during regular business hours. Furthermore, a log shall be maintained indicating when a file has been viewed, by whom, and whether any materials have been removed or photocopied.-

ARTICLE XXI. Employee Representation

Section 1. The FMBA shall notify the Commissioners as to the names of stewards and accredited representatives. No more than one steward and alternate is to be designated for each station.

Section 2. Representatives of the FMBA, who are not employees of Hamilton Township Fire District #3, will be permitted to visit with employees during work hours at their work stations for the purpose of discussing FMBA representation matters by notifying the commissioner in charge of personnel, provided that adequate notice is given and it does not interfere with normal operations.

ARTICLE XXII. Management Rights

There are no provisions in this Agreement that shall be deemed to limit or curtail the Commissioners in any way in the exercise of their rights, powers and authority which the Commissioners had

prior to the effective date of this Agreement unless and only to the extent that provisions of this Agreement curtail or limit such rights, powers and authority. These rights, however, shall be exercised reasonably, in accordance with this Agreement and for good cause.

ARTICLE XXIII. FMBA Business Leave

Section 1. Negotiations: The members of the FMBA Negotiating Committee shall be permitted to change shift assignments for all meetings between the Commissioners and the FMBA for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such employees are scheduled to be on duty.

Section 2. Grievance: The members of the FMBA Grievance Committee shall be permitted to change shift assignments for all meetings between the Commissioners and the FMBA for the purpose of processing grievances, when such meetings take place at a time during which such employees are scheduled to be on duty.

ARTICLE XXIV. Dues Check-Off

Section 1. The Commissioners agree to check-off FMBA dues and assessments uniformly arrived at and pay over such money to the

duly elected treasurer of the FMBA. Employees will file authorization forms with the Commissioners, signed by each employee prior to such deduction.

Section 2. Pursuant to the Agency Shop Law, any new employee in the Bargaining Unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial appointment 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, as a condition of employment, pay a Representation fee to the FMBA by automatic payroll deduction. The Representation fee shall be in the amount equal to eighty-five percent (85%) of the regular Association 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 regular 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 between the FMBA and the Commissioners.

ARTICLE XXV. Training and Education

It is understood and agreed by the Commissioners, that when prior approval is given, time off shall be provided to employees who wish to attend Fire Training Schools, courses and/or seminars when they are otherwise scheduled to work. It is further understood by the Commissioners and the FMBA that said approval will not be unreasonably denied. Upon successful completion of approved courses by employees furthering their education in firematics, said Employees shall be reimbursed the amount of tuition and fee and books of said course by the Commissioners.

ARTICLE XXVI. Discipline Procedures

Except as otherwise provided by law, an Employee shall not be removed from his or her office, employment or position for political reasons or for any cause other than incapacity, misconduct or disobedience of rules and regulations established by the Commissioners for the benefit of the Fire District, nor shall such employee be suspended, removed, fined or reduced in rank from or in office, employment or position therein except for just cause as hereinabove provided and then only upon a written complaint, setting forth the charge or charges against the Employee. Said complaint shall be filed with the Secretary of the Board of Fire Commissioners, and a copy thereof shall be served upon the Employee so charged, with notice of a hearing thereon designating its time and place, which shall be no less than ten (10) nor more thirty (30) days from the date of service of the Complaint. A failure to

subsequently comply with said provisions as to the service of the Complaint shall require a dismissal of the Complaint.

ARTICLE XXVII. Military Leave

Section 1. Any employee who is ordered to active duty to be a component of the United States Armed Forces shall be granted leave without pay for the period of such service without loss of seniority.

Section 2. Consistent with state statutes and regulations, any employee who is a member of the National Guard or Reserves shall be granted leave of absence to attend required drills. Such time off shall be granted in addition to vacation and sick time.

ARTICLE XXVIII. Miscellaneous Provisions

Section 1. In the event of retirement or death, the employee or his Estate shall receive vacation and holiday pay accumulated as of that date. The Employee's vacation pay shall be in the same amount had he worked his standard schedule as presently computed.

Section 2. The Commissioners shall maintain Workers' compensation for employees pursuant to N.J.S.A. 34:15-1 et seq.

Section 3. Each employee shall initially serve six (6) month probationary period. Said period may be extended to maximum of one (1) year by the Commissioners.

Section 4. Each employee shall submit to an annual physical exam. Said exam shall be paid for by the Commissioners who shall select a physician to perform this exam.

IN WITNESS WHEREOF, the Commissioners and the FMBA have caused these presents to be signed by their duly authorized representatives, and the Seal of the Board of Fire Commissioners hereunto affixed.

FOR THE COMMISSIONERS

Joseph T. Zullo 5/12/96
Chairman

Frank C. Schaubone
Co-Chairman

Gilbert W. Tuzosky

John J. Gorman

[Signature]

ATTESTED BY:

FOR THE FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL NO. 84:

James D. Ennis

Michael A. Coparbi

ATTESTED BY:

Mark Handman