

AGREEMENT  
BETWEEN  
BOROUGH OF HIGHLAND PARK  
AND  
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION  
LOCAL #89

=====  
FOR PERIOD JANUARY 1, 1999 THROUGH DECEMBER 31, 2002  
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## PREAMBLE

This agreement entered into this        day of        , 1999, by and between the BOROUGH OF HIGHLAND PARK, in the County of Middlesex, a Municipal Corporation of the State of New Jersey, hereinafter called the Borough, and the FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL #89; hereinafter called the Association, represents the complete and final understanding on all bargainable issues between the Borough and the Association.

## ARTICLE I

### RECOGNITION

A.     The Borough hereby recognizes the Association as the sole and exclusive representative for purposes of collective bargaining as defined in Chapter 123, Public Laws of 1974, for all full time, paid firefighters including senior firefighters and firefighter/mechanic.

B.     Excluded from the bargaining unit are Captains, Lieutenants, part-time firefighters, First Responders, Fire Subcode and Combustibles Inspector, Fire Inspector and all other employees of the Borough.

C.     Reference to "firefighter" or "employee" as used herein shall be defined to include the plural as well as the singular. Reference to males shall include female firefighters.

D. Both parties agree that this contract is solely an agreement between the Borough and the existing firefighter. If reorganization of Public Safety, Firefighting or First Aid/First Responder duties occurs, this contract is only applicable to the one remaining full time firefighter.

E. The parties further agree that the provisions of the contract shall only apply to paid fireman David Merrill for the duration of this contract. All new hires during the period shall be subject to an addendum for the remainder of the contract establishing all of the terms and conditions which shall be negotiated at the time of any new hiring.

F. The title of senior firefighter no longer exists and shall be deleted from the contract and wherever the term senior fireman existed the term paid fireman or such other person so designated by the Mayor and Council shall be inserted and all of the duties formerly assigned by the governing body shall be and are hereby assigned at the discretion of the Mayor and Council to one of the paid firemen as part of his regular duties or to any other person so designated by the Mayor and Council.

## ARTICLE II

### SAVINGS CLAUSE AND LIMITATIONS

If any provision of this agreement, or the application of any such provision shall be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

In the event any provision is declared invalid as aforesaid, the parties agree to negotiate a new provision in compliance with the law to replace said invalid provision.

### ARTICLE III

#### DURATION

The Borough and the Association agree that this agreement shall cover the period from January 1, 1999 through December 31, 2002 inclusive. It is agreed that this agreement will extend beyond December 31, 2002 until a successor agreement is reached.

### ARTICLE IV

#### MANAGEMENT RIGHTS

A. Except as specified in this agreement, the Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibility conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- a. To manage its operation, including the right to make all plans and decisions relating thereto;
- b. To direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or lay-off. These rights, however, shall be exercised reasonably, in accordance with this Agreement;
- c. To maintain discipline and efficiency of employees and to prescribe rules to that effect;
- d. To establish and change standards of performance;
- e. To determine qualifications of employees;
- f. To regulate quality and quantity of performance;
- g. To run the Department efficiently.

The Borough in the exercise of any of its management rights shall, however, be bound by the terms of this Agreement and abide by same. The Borough shall exercise its management rights in accordance with Law and Due Process. The recognition of the management rights of the Borough is not a waiver by the Association or its members of any rights, benefits or privileges that the Association or its members may have under this Agreement or any other authority.

## ARTICLE V

### GRIEVANCE PROCEDURE

A grievance shall mean any controversy arising over the interpretation, application or violation of this agreement. An individual or the association on behalf of an individual employee or group of employees shall have the right to file a grievance.

All grievances must be initiated in writing within ten (10) calendar days of the time an employee knew or should have known of the violation or misinterpretation of the contract.

All grievances shall follow the procedures set forth below, unless any step is waived by mutual written consent:

#### Step One:

The aggrieved or the association shall institute action under the provisions hereof within ten (10) working days after the event giving rise to the agreements as occurred. The Borough Administrator will respond in writing within fourteen (14) calendar days of receipt of the grievance.

#### Step Two:

If the response to Step One is not satisfactory to the grievant, then within fourteen (14) calendar days of receipt of the response, the grievant or the association may appeal in writing to the Borough Council Public Safety Committee. The Public

Safety Committee shall respond in writing within fourteen (14) calendar days of the receipt of the appeal. The grievant shall have the right at Step Two to a hearing, at which he may be represented and may call witnesses.

Step Three:

If the response to Step Two is not satisfactory to the grievant, then he shall notify the Borough Administrator, in writing within fourteen (14) days of receipt of the answer of the Public Safety Committee, that arbitration is necessary.

The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously with the application to PERC, the Association will send notice to the employer of its application for arbitration.

(a) The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.

(b) The decision of the Arbitrator shall be binding upon the employer, the Association and the employee.

(c) The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

(d) The cost for the services of the Arbitrator shall be borne equally by the employer and the Association or by the employee if the Association does not pursue the grievance to the arbitration. Any other expense, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

(e) The Arbitrator shall be bound by the provisions of this Agreement and the constitution and law of the State of New Jersey and shall be restricted to the application of the facts presented to him involved in the grievance. 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.



(f) Only one issue at a time may be submitted for consideration by a single Arbitrator. It is specifically understood that one grievance may contain multiple issues.

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding level in the grievance procedure within the limits prescribed thereunder, then the disposition of the grievance at the last proceeding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing, in writing, to extend or contract the time limits for processing a grievance at any step in the grievance procedure.

## ARTICLE VI

### HOURS OF WORK AND WORK SCHEDULE

A. The normal work schedule shall consist of a twelve-week cycle averaging forty-two (42) hours per week in the following sequence:

1. Three (3) daily tours consisting of ten (10) daytime hours each.
2. Three (3) days off.
3. Three (3) daily tours consisting of fourteen (14) nighttime hours each.
4. Three (3) days off.

B. Any assignment that is commenced within the employee's tour of duty and extends past the employee's regular tour of duty as defined in Section A above, shall, to the extent it extends past the employee's regular tour of duty, be subject to Article VII - Overtime, except that said assignment must have been approved by management when made.

## ARTICLE VII

### OVERTIME

A. All permanent full-time firefighters shall receive overtime pay at the rate of time and one-half (1-1/2) the firefighter's regular rate of pay for one hundred (100) overtime hours worked in one calendar year subject to the limitation on accrual of compensatory time provided for in Paragraph B. of this Article. Regular rate of pay shall be determined by dividing annual salary by 2180 hours.

B. All overtime hours worked in any given year by a firefighter in excess of the paid overtime hours provided in Paragraph A. of this Article shall be compensated by granting said firefighter compensatory time at the rate of time and one-half (1-1/2). Such compensatory time, up to a limit of ten (10) hours per year may be accrued and payable at termination of employment as money, leave with pay, or additional terminal leave. Accrued compensatory time will be paid for as follows:

1. Thirty (30) days [240 hours] (being the earliest accrued time) at the highest salary attained by the firefighter during his period of service with the Highland Park Fire Department.

2. All other time paid at the highest salary obtained by the firefighter during the year in which the compensatory time was earned, subject to the limitation provided in the following paragraph.

3. At the end of each calendar year each firefighter shall receive a receipt, certified by the Borough Administrator or his/her designee, indicating the amount of compensatory time he has accrued for the years in question with a running total of all compensatory time accrued to date. The employee must return said compensatory time form to the Borough Administrator or designee within thirty (30) days. Failure to do so will result in the employee receiving credit for the time as certified by the Borough Administrator or his/her designee and such certification will not be eligible to be grieved. Compensatory time in any one year in excess of the hours authorized above may not be accrued. However, when in any calendar year the compensatory time or any part thereof is not granted by reasons of pressure of Borough business, as determined by the Borough and approved in writing by the Borough Administrator, said compensatory time or part thereof not granted may be carried to the next calendar year and utilized during the next calendar year only.

C. Compensatory time may be utilized in any multiples thereof, subject to the needs of the Department and the discretion of the Senior Firefighter.

D. Scheduled Tours of Duty shall not be changed unless five (5) days' advance notice is given, except in cases of emergency as defined in N.J.S.A. 40A:14-50.

E. Overtime shall be defined as all hours worked by a firefighter in excess of the scheduled tour of duty, defined in Article VI supra, unless otherwise required by the Fair Labor Standards Act, after discussion between the Borough and FMBA.

F. If possible, overtime duty shall be given on a rotating seniority basis.

G. An employee called back to work after the completion of his regular shift shall be guaranteed a minimum of one (1) hour work or pay in lieu thereof.

ARTICLE VIII

LONGEVITY

A. The firefighter shall be paid, in addition to his current annually salary, a longevity increment based upon his years of continuous employment in the Fire Department in accordance with the following schedule subject to a cap of Twenty-Five Hundred (\$2,500.00) Dollars.

ARTICLE IX

VACATIONS

A. Annual vacations shall be granted as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION DAYS (WORKING DAYS)</u>
Hire Date to end of First Year	1/2 days for each month of service
Beginning Second Year Through End of Fifth Year	10 working days
Commencement of 6th Year	11 working days
Commencement of 7th Year	12 working days
Commencement of 8th Year	13 working days
Commencement of 9th Year	14 working days
Commencement of 10th Year	15 working days
Commencement of 11th Year	16 working days
Commencement of 12th Year	17 working days
Commencement of 13th Year	18 working days
Commencement of 14th Year	19 working days
Commencement of 15th Year and over	20 working days

B. For employees hired prior to January 1, 1986, an employee's anniversary date for purposes of Paragraph A will be January 1st of the same year the employee was hired, regardless of the month the employee commenced employment.

C. For all employees hired after January 1, 1986, anniversary date for purposes of Paragraph A will be determined as follows:

1. For date of hire February 1st through July 31st, the anniversary date shall be July 1st of the same year.

2. For date of hire August 1st through January 31st, the anniversary date shall be the January 1st occurring during the same time period.

3. The one year anniversary for vacation purposes for these employees described in sub-paragraphs C.1 and C.2 will be one (1) year after the applicable date referred to in sub-paragraph C.1 or C.2 above.

4. All employees with a July 1st anniversary date pursuant to sub-paragraph C.1 of this Article will be granted additional vacation time pursuant to Paragraph A on a prorated basis for in-between steps on the schedule. For example, if a Firefighter is between twelve and thirteen days vacation for a calendar year, the employee will receive twelve and one-half days for said calendar year.

D. Vacation requests shall be made to the Senior Firefighter by November 1st for time during the first six months of the following year and by June 1st for the second six months of the year for which vacation is requested. Conflicts will be resolved by seniority. Failure to meet these required deadlines will result in the employee receiving vacation during available time remaining. Work schedules will be posted thirty (30) days prior to the submission deadline. Each firefighter shall be permitted to take vacation time during the entire calendar year, said vacation subject to previous directives regarding notice and subject to the approval of the Senior Firefighter or Administrator. Subject to the requirements above, a vacation may be taken one day

at a time or in any multiple up to a maximum of ten (10) working days at one time provided that six (6) days notice of the request is given by the firefighter to the Senior Firefighter or his designee.

E. Vacations shall be available at any time from January 1 to December 31 subject to the approval of the Senior Firefighter or his designee.

F. Vacations shall be taken at such time or times as the best interest of the Borough Fire Department and its efficient administration will allow.

G. No more than ten (10) working days vacation allowance may be taken at one time unless approved in advance by the Senior Firefighter.

H. Vacation leave shall not be cumulative. However, where in any calendar year the vacation or any part thereof is deferred by reason of pressure of Borough business, such vacation period or parts thereof not granted shall accumulate and shall be granted by the Senior Firefighter during the next succeeding calendar year only. The fact that vacation leave or any part thereof was deferred by reason of pressure of Borough business must be so certified by the Senior Firefighter and/or Administrator or his designee in writing no later than January 31st of the year following the year in which the vacation time was earned.

I. In addition to the vacation time provided by paragraphs A through H of this Article, beginning on the date this Agreement is finally executed by all parties, the firefighter shall be entitled to four personal days while assigned to the day shift designated as 8:00 a.m. to 6:00 p.m.

Personal days may be used only during the calendar year in which earned and shall not be cumulative and may not be taken consecutively. Firefighters shall not be entitled to be reimbursed for personal days not used.

Firefighters desiring to take a personal day shall give forty-eight (48) hours advance notice in writing to the Senior Firefighter, except that Senior Firefighter shall give such advance notice to the Borough Administrator.

## ARTICLE X

### HOLIDAYS

A. All Firefighters shall receive fourteen (14) paid holidays annually which shall be compensated by payment therefore in a lump sum amount to each officer prior to November 15th of each year. The fourteen (14) paid holidays are as follows:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. The Day After Thanksgiving
14. Christmas Day

B. All Firefighters shall receive holiday pay of twelve hours additional pay for each of fourteen holidays regardless of the shift being worked and regardless of whether the Firefighter actually worked on such holiday.

ARTICLE XI

EXCHANGE OF SHIFTS

Any firefighter may exchange all or partial work shifts with another firefighter subject to:

1. Coverage of the department;
2. Approval of the Senior Firefighter;
3. No additional cost to the Borough.

Exchange time shall not be counted as overtime.

ARTICLE XII

COMPENSATION AND INSURANCE

I. COMPENSATION

1. The salary/wage schedule shall be as follows:

FIREFIGHTER

	<u>SALARY</u>	<u>STIPEND</u>
January 1, 1999	\$54,828	\$3,200
January 1, 2000	\$56,884	\$3,200
January 1, 2001	\$59,017	\$3,200
January 1, 2002	\$61,083	\$3,200

II. INSURANCE

A. The Borough agrees to continue to provide the present health insurance plan, including the present dental plan and prescription plan, for all firefighters covered under this Agreement at no cost to the employee.



B. Effective on the date this 1993-1995 Agreement is finally executed by all parties, or as soon thereafter as is reasonably practicable, Borough will implement an eyeglass reimbursement program as follows:

All full-time employees shall be covered by a vision care program at the Employer's sole cost and expense. Each employee shall be entitled to two (2) reimbursements per year. The total reimbursement for each employee may not exceed the sum of Fifty (\$50.00) Dollars per year. The reimbursement is limited to lenses and/or frames, or contact lenses, but excludes examination fees. Employee shall receive reimbursement within forty-five (45) days of the furnishing of a written receipt for eligible costs incurred.

C. The employer may change insurance carrier at its option, provided substantially similar benefits are provided.

D. An employee, upon retirement, and at his own expense, shall be permitted to continue all insurance coverage in effect as set forth above, subject to approval of the insurer.

### ARTICLE XIII

#### MILEAGE ALLOWANCE

Employees required to use their private vehicles for Fire Department business, with approval of the Borough Administrator, shall be compensated at the rate allowed by the Borough. The official paid attendance at a funeral of a firefighter killed in line of duty shall be covered.

## ARTICLE XIV

### CLOTHING ALLOWANCE

Effective January 1, 1999, the firefighter shall receive a clothing allowance of \$850.00 to be payable by:

1. \$365.00 check on March 15.
2. \$485.00 check on September 15.

## ARTICLE XV

### PERSONNEL FILES

An employee shall have the right to inspect his/her own personnel file during business hours by giving two (2) days notice to the Borough Administrator of the desire to inspect the file.

There shall be only one personnel file on any Association represented employee and said file shall be under the direct control of the Borough Administrator or the Secretary to the Borough Administrator. No other personnel files shall be kept on any Association represented employee.

An employee shall have the right to add documents to the file if a disagreement exists, and may request removal of inaccurate or obsolete materials.

In matters of the personnel file, the grievance procedure shall apply through steps one and two only.

ARTICLE XVI  
DISCRIMINATION

This Borough and the Association both recognize that there shall be no discrimination by reason of sex, age, creed, race, national origin and residency regarding employment and promotions concerning or regarding any application for employment or job or as condition for employment. The Borough further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the Association, nor will the Borough encourage membership in any other association or union or do anything to interfere with the exclusive representation by association of employees described in Article IA. Association agrees that it will not discriminate against any employee because of non-membership in or non-activity in the Association.

ARTICLE XVII  
EMPLOYEE PROTECTION AND DUTIES

Whenever any employee covered by this agreement is a defendant in any legal proceeding arising out of the performance of his duties, the Borough shall provide such employee with counsel and costs to full extent provided by N.J.S.A. 40A:14-28.

Where a clear and present danger of riot or intentional bodily harm to the firefighters in performance of their duty exists, the Borough will make a best-effort attempt to provide police protection.

The parties agree that the primary duties of the firefighters are the suppression of fires and such housekeeping, paperwork and apparatus inspections as are needed to support that primary duty.

Included within the duties of the firefighters shall be hazard pre-planning tours and all firefighters shall make a good faith effort to, and to the best of their abilities, will

take and successfully complete any first aid courses designated by the Borough including but not limited to fire suppression programs and crash injury management training. At the fire scene, a firefighter who has successfully completed such training, and at the sole discretion of the firefighter in charge of the fire as designated by Highland Park Local Ordinance No. 2-13.5, shall administer first aid to those in need.

Assignments outside of those contained in this Article shall be minimal and temporary.

The Borough of Highland Park shall agree to indemnify and hold harmless said firefighter against any claims of negligence arising out of the first aid provided or the failure to provide first aid.

The Borough of Highland Park agrees to provide the firefighters with the necessary equipment to perform first aid at a fire scene.

Firefighter/Mechanic will additionally work on vehicle and apparatus maintenance.

## ARTICLE XVIII

### ASSOCIATION REPRESENTATIVE

The Association shall designate the member who will be the Delegate to the State Firemens' Mutual Benevolent Association monthly meetings. The Association President and the Delegate will each be entitled to a leave of absence with pay in accordance with N.J.S.A. 40A:14-177 for attendance at the State Firemen's Mutual Benevolent Association Annual Convention. Provided that proper coverage of the department must be maintained without added cost to the Borough.

## ARTICLE XIX

### MUTUAL COOPERATION PLEDGE/NO STRIKE

A. It is recognized that the need for continued and uninterrupted operation of the Borough's departments and agencies is of paramount importance to the residents of the community, and that there should be no interference with such operation.

B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence or an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the firefighter's duties or employment), work stoppage, slowdown, walkout or other job action against the Borough.

C. The Association agrees that it will direct all such members who participate in such activities to cease and desist from same immediately and shall instruct them to return to work.

D. In the event of a strike, slowdown, walkout or other job action the Borough is entitled to take appropriate disciplinary action.

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

F. No lockout of employees shall be instituted by the Borough during the term of this Agreement.

ARTICLE XX

ASSOCIATION SECURITY

The parties hereto agree that the conduct of the internal affairs of the Association is the sole responsibility and right of the officers and members of the Association.

ARTICLE XXI

WORK INCURRED INJURY

A. Employees who are injured, however slightly or severely, while working for the Borough, must make an immediate report within eight (8) hours thereof to the Borough Administrator or his/her designee unless incapable of doing so.

B. The employee, upon request of Borough Administrator, shall submit periodic status reports regarding said injury.

ARTICLE XXII

SICK TIME

A. Sick leave shall be defined as an employee's absence from duty because of illness, injury or exposure to contagious disease. Any employee absent due to sick leave with proper verification shall not be required to return to work to engage in "light duty" work unless the employee's doctor states that the employee is able to engage in such work.

B. Full-time employees shall be entitled to fifteen (15) days of sick leave each year. Unused sick days in any given year shall be carried over and added to the next year's sick leave entitlement. There shall be no charge against an employee's sick leave days for absence due to a job-related injury.

1. Employees shall be charged day for day for non-job related illnesses or injuries resulting in absence from work.
2. For long-term non-job related illnesses or injuries, employees will be charged as follows: For the first 15 consecutive days absent, one sick day shall be charged for each day absent. For the 16<sup>th</sup> day and thereafter, each day absent shall be deducted at the rate of 1/3<sup>rd</sup> day (or fraction thereof) to a maximum of 56 days per calendar year for long term illness or injury. This includes the first 15 plus the composite total of 1/3<sup>rd</sup> (or fraction thereof) days (41).
3. This section applies to any long-term illness or injury that occurs per calendar year. Any illness or injury that carries over to the following year will be counted toward the year in which the illness began. Example; an officer becomes ill in October and returns to work in January. If that officer becomes ill again later in that second calendar year, the officer will start the day for day then 1/3-day cycle again for anew total of 56 days.
4. When the full 56 days are not used for a long term illness or injury (there is a balance of 1/3<sup>rd</sup> days after returning to work) during a calendar year, and the officer has another long term illness or injury during the remainder of that year, the balance of 1/3<sup>rd</sup> days will be used beginning with the initial date of the second illness. Example; the officer is out for 15 days and 30 days at the 1/3<sup>rd</sup> rate (25 days deducted) during the early part of the year. This leaves a balance of 31 days. If that officer is out again later that calendar year for another long-term illness or injury, the 1/3<sup>rd</sup> deduction will begin on the 16<sup>th</sup> day, retroactive to day one, until the balance of 31 days is exhausted.

C. The Borough may require proof of illness on sick leave whenever such requirement appears reasonable. However, all employees are required to furnish proof of illness whenever the employee is absent on sick leave for a period of three (3) or more consecutive work days.

D. An employee absent on sick leave shall report his absence at least one (1) hour prior to the start of his shift except where emergency circumstances would prevent the employee from doing so. In those circumstances, the employee shall report his absence as promptly as possible.

## ARTICLE XXIII

### BEREAVEMENT LEAVE

A. Members shall be granted time off without deduction from pay or reduction of compensatory time due for the following requests:

1. Death in the immediate family, from the date of death to and including the date of funeral, with a maximum of three (3) working days off. In the case of an employee's child, employee's parent (excluding in-laws) or spouse only, this maximum shall be five (5) days.

2. Immediate family means wife, husband, child, parent, brother, sister, grandparent, mother-in-law, father-in-law, sister-in-law, and brother-in-law, and step relatives of a similar degree.

3. Time off granted under this Article shall not be deducted from any other time off or benefits.

B. An employee may be granted one (1) working day leave of absence with full pay for the purpose of attending the funeral of a relative not enumerated in Section A, or a person who had an unusually close relationship with the employee. Such leave is subject to the approval of the Borough Administrator or his/her designee.



C. Time off under this Article shall be taken between the dates of death and the day after the funeral or another time directly related to making arrangements necessitated by the death, as approved by the Borough Administrator or his/her designee. However, any leave under this sub-section must be taken within ten (10) calendar days or five (5) consecutive work days of the date of death, the funeral, or memorial service, whichever is longer.

D. One member may attend a funeral for a New Jersey Firefighter who lost his life in the line of duty. Such member shall be paid for the day, or if the absence occurs within a duty period, the substitute will be paid.

#### ARTICLE XXIV

##### TERMINATION ENTITLEMENT

1. Employees shall be entitled to a three (3) to one (1) buy out for unused sick days accumulated at retirement after twenty (20) years of service with the Borough or departure after twenty (20) years of service with the Borough of death after fifteen (15) years of service with the Borough. The buy out compensation amount shall be computed on the basis of the employee's salary in his last twelve months of service. There will be no cap or maximum on the buy out amount as long as the buy out formula remains at three (3) to one (1).

2. Employees hired prior to January 1, 1987 shall be entitled to the twenty (20) year, twenty-two (22) year, twenty-five (25) year, and thirty (30) year minimum buy out amounts listed below.

<u>YEARS OF SERVICE</u>	<u>MINIMUM</u>
20	twenty (20) days
22	twenty-two (22) days
25	twenty-five (25) days

30

thirty (30) days

3. Employees shall receive accumulated sick time credit for previous service in accordance with the following:

a. Employees shall receive ten (10) days per year for each year of service prior to January 1, 1976.

b. Employees shall receive fifteen (15) days per year less actual sick time taken, but shall receive no less than ten (10) days, for each year of service from January 1, 1976 to December 31, 1987.

c. As of January 1, 1988, employees shall be credited each year with fifteen (15) days less actual sick time taken.

#### ARTICLE XXV

##### PROBATIONARY EMPLOYMENT - FIRST YEAR

The parties agree that newly hired employees shall be considered in a probationary status for one year from the date of hire.

#### ARTICLE XXVI

##### OUTSIDE EMPLOYMENT

A. An employee may accept and be employed in any occupation during his off-duty hours, providing such occupation is not in violation of any Federal, State or local law, and providing that such occupation does not cause a conflict of interest with his job as a firefighter.

B. The employees shall in writing advise the Borough Administrator of his intent to obtain outside employment and the nature of that employment, prior to obtaining same. If within seven days the employee does not receive a written reply

from the Borough Administrator, then the Borough waives any right it may have to object to the employment.

If the Borough objects within the seven day time frame, then the Borough will advise the employee and will provide the employee with a basis for that objection prepared by the Borough Attorney.

C. For any firefighter who is currently engaged in outside employment, he shall disclose to the Borough Administrator the nature and extent of his current employment within ten (10) days of the signing of this agreement. Upon receipt of same, the procedures as outlined in subsection B of this Article shall apply.

D. Any employee who engages in outside employment without the express written permission of the Borough Administrator or any employee who currently engages in outside employment without the express written permission of the Borough Administrator as provided in this article, shall be subject to discipline.

## ARTICLE XXVII

### FEDERAL OR STATE LAW

Nothing in this agreement shall be interpreted to deprive any rights guaranteed to either the Employer or Employee by Federal, State and local law.

## ARTICLE XXVIII

### FULLY BARGAINED PROVISIONS

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 term 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 duly executed by both parties.

## ARTICLE XXIX

### REPRESENTATION FEE

#### A. Representation Fee

If a permanent employee does not become a member of the Union during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. If the obligation to pay a representation fee as aforesaid does not commence at the beginning of a membership year, the amount of said representation fee shall be pro rated for members of the Union. The representation fee shall be in an amount equal to nor more than eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Borough by the Union, provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of a representation fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.

#### B. Procedure

1. Notification: Prior to March 1 of each year, the Union will submit to the Borough a list of those employees who have not become members of the Union for the then current membership year. The Borough will deduct from the salaries of such employees, in accordance with Section 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

2. Payroll Deduction Schedule: The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) ten days after receipt of the aforesaid list by the Borough; or (b) thirty days after the employee begins his or her permanent employment in a bargaining unit position.

3. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular monthly membership dues to the Union which shall be deducted on the first pay period of the month.

4. Changes: The Union will notify the Borough in writing of any changes in the list provided for in Section 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten days after the Borough receives said notice.

5. New Employees: On or about the last day of each month, beginning with the month this agreement becomes effective, the Borough will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles, and dates of employment for all such employees.

6. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Borough before the Union has received the full amount of the representation fee to which it is entitled under this Article through the last day of the month in which employment ceases, the Borough will deduct the unpaid portion of the monthly fee from the last paycheck paid to said employee during the membership year in question.


C. Indemnification: With respect to dues deductions, representation fee deductions, and the Union's demand return system established pursuant to law, the Union shall indemnify, defend, and hold the Borough 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 Borough pursuant to the above provisions concerning dues deductions and representation fee. It is furthermore expressly understood that the representation fee provision set forth above shall not be effective unless and until the Union shall have notified the Borough in writing that it has adopted a demand return system which fully complies with applicable statutory provisions.

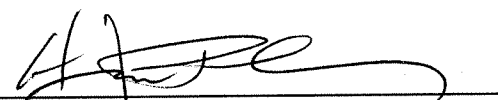
APPROVALS

The foregoing provisions are agreed to by the parties as set forth herein as appears below:

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION

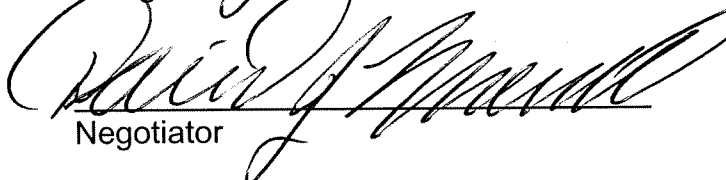
BOROUGH:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Delegate

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator