

**AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF UNION**

**AND**

**FMBA LOCAL NO. 246**

**FIRE SUPERIOR OFFICERS' ASSOCIATION**

**JANUARY 1, 2000 THROUGH DECEMBER 31, 2003**

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This Agreement, made this            day of            , 2000 between:

The Township of Union, in the County of Union, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township", party of the first part,

AND

The Fire Superior Officers Association, FMBA Local No. 246, of the New Jersey State Association of Paid Fire Officers, hereinafter referred to as the 'FSOA' or 'Association', party of the second part.

**WITNESSETH,**

Whereas, the parties hereto named, did heretofore under date of January 1, 2000 enter into a certain labor agreement for the members of the Fire Department, holding the ranks of Battalion Chief, Captain and Lieutenant.

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

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

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

**ARTICLE I  
RECOGNITION**

A. The Township reaffirms its prior recognition of Local No. 15, Fire Superior Officers Association. And now will recognize FMBA Local No. 246, Fire Superior Officers Association, as the sole and exclusive representative for the uniform ranks of all officers, above the grade of Firefighter First Class and below the rank of Deputy Chief. Excluded from this agreement are the Deputy Chief and Chief of the Fire Department.

B. The parties hereto agree, that the Association 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. No civilian employee of the Union Fire Department shall be represented by this contract.

**ARTICLE II  
ABSENCE FROM DUTY**

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

1. Such substitution does not impose additional cost to the Township.
2. Such substitution shall be of equal rank.
3. The Commanding officer in charge of the platoon on which the substitution is to take place is notified as soon as practicable. Such notice shall be in writing and shall be signed by both the member requesting the substitution and the member being the substitute.
4. 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 Association, or his designee, will be entitled to be off duty with pay to attend a funeral of a firefighter killed in the line of duty and, upon authority of the Chief of the Department, may use a Fire Department vehicle for that purpose.

C. Any member of the Association shall, with the approval of the Chief of the Fire Department, be granted leave of absence with pay, to attend an accredited college or university in which such member is taking courses relating to Fire Science or skills being utilized within the Fire Department.

D. The President, or his Designee, and the Delegate or the Assistant Delegate of the Association shall be granted leave from duty with full pay for all meetings of the State Firemen's Mutual Benevolent Association, when such meetings take place at a time when said members are scheduled to be on duty. Normal travel time shall also be afforded said members.

E. The President or his Designee and Delegate of the Association shall be afforded time off with pay, when scheduled to be on duty, to attend any Association related functions, such as an Annual Christmas/Retirement Dinner/Dance and Election of Officers Night. Such time off duty shall normally be from 1800 hours until 0800 hours the next day.

F. The President shall be granted leave from duty with full pay for the annual picnic of the Association. Said leave from duty shall commence at 0800 hours on the date of the picnic and terminate at 1800 hours the same day.

G. Four (4) negotiating team members shall be afforded time off from duty with full pay, in accordance with the section of this contract titled "Negotiating Committee".

H. Two (2) grievance team members shall be afforded time off from duty with full pay, in accordance with the section of this contract titled "Grievance Procedures".

I. The Association shall advise the Chief of the Fire Department, or his Designee, as soon as is practical and/or possible, when any Association member requires a leave of absence for any Association business.

J. If any Association member is elected or appointed to membership in any local, state or national organization, governmental committee directly related to the Fire Superiors Officers Association and its labor representation function, said member shall be afforded the necessary time off with pay to fulfill the requirements of such membership, subject to approval of the Chief.

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

**ARTICLE III  
ASSOCIATION RIGHTS AND PRIVILEGES**

- A.** The Township agrees to make available to the FSOA at the expense of said FSOA any and all public documents on the same basis that such public documents are available to the general public.
- B.** The Township agrees to make available to the Association the use of either Fire Station #2, basement level, or the basement level of Fire Station #3, for its monthly and/or any special meetings of the Association.
- C.** The Chief shall permit the FSOA the use of one bulletin board in each firehouse for the posting of notices concerning FSOA business activities. Such notices must not contain obscene, defamatory or offensive language.
- D.** The Township shall permit the FSOA reasonable use of the copy machines, computers, typewriters, desks and other related clerical items during such times that they are not in use for Fire Department business.
- E.** The Township agrees that, if the Association acquires its own desk and/or filing cabinets, space will be made available at a location agreeable to the Association and the Chief of the Fire Department.
- F.** Neither the Township nor the FSOA shall discriminate against any member because of race, creed, color, age, sex, national origin or membership or non-membership in the FSOA or FSOA activity or non-activity.
- G.** This contract may be modified or amended at any time or prior to the expiration hereof, by mutual consent of the Township and the membership of the Association. Such modification or amendment shall be in writing and executed by the parties.
- H.** Nothing shall abridge the right of any duly authorized representative of the Association to present the views of the association to the citizens of the Township of Union and/or State New Jersey, on issues, which affect the welfare of the association members.

**ARTICLE IV  
ECONOMIC BENEFITS OTHER THAN SALARY**

- A.** Pension Fund payments to the Pension Fund shall be made in accordance with the applicable laws.
- 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 FSOA and its individual members will hold the Township harmless from any liability resulting from influenza inoculations.
- C.** Vehicle expenses including mileage expenses, tolls and parking fees shall be paid to all members as reimbursement for their expenses. Mileage expenses shall be paid for or reimbursed by the Township at the rate as specified in the schedule attached hereto. Vehicle expenses shall be paid to all Association members using their own vehicles for Township of Union Fire Department business. Such business shall include, but is not limited to, attendance at any schooling, meeting or seminar that any association member is authorized or ordered to attend, court appearances while attending court or administrative hearings, or while on any official assignment for the Township of Union Fire Department, when an official car is not available.
- D.** Meal allowance shall be paid to any Association Member at any time that an Association member is on official assignment, including those noted above in Paragraph "C", when said member finds that it is not practical to eat at home or, in the case of those members who normally take their meals at the Firehouse, find that it is not practical to return to the Firehouse for such meals. Meal allowance shall be authorized for any Association member on duty in a holdover status or recall status at normal eating hours. Meal allowance shall be paid to Association members by the Township at the rate specified in the schedule attached hereto.
- E.** Tolls and parking fees incurred while conducting business or an assignment, or any authorized participation in any school, meeting, seminar or event, shall be reimbursed in full by the Township, upon receipt of validated receipts.



**ARTICLE V  
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, be 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.** 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:	\$ 1,000.00

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

**ARTICLE VI  
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 VII  
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 shall be granted to members of the Department 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 Department will be entitled to one (1) 24-hour day as leave for personnel assigned to the 24-hour shift and will be entitled to attend the funeral of the employee's sister-in-law and brother-in-law (if spouse's brother or sister), son-in-law, daughter-in-law, niece, nephew 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 mother-in-law and father-in-law, 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 or 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 VIII GRIEVANCE PROCEDURE**

A. The Grievance Committee shall consist of not more than three (3) members of the FSOA selected by the FSOA. These employees shall be granted leave from duty with pay to attend meetings between the Committee and the Chief of the Department and between the Committee and the members of the Township Committee and the Municipal Administrator for the purpose of opposing 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 FSOA representatives. Should a dispute arise between the Township, the FSOA 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 ten (10) 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 hearing concerning the grievance within five (5) working days. In the event the Municipal Administrator is unable to settle the grievance, then the matter will be referred as hereinafter set forth in Step 4.

STEP 4. In the event the Municipal Administrator and the FSOA and the grievant are unable to settle a dispute in Step 3 above, the FSOA may present such grievance in writing within (7) 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 a grievance proceeding and related conferences involving members of the FSOA and the Chief or 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 FSOA members as may be authorized to attend such meetings during working hours without any loss of pay.

#### **ARTICLE IX HOLIDAYS**

A. The members of the Department shall be entitled to thirteen (13) paid holidays per year for the years 2000, 2001, 2002, and 2003 to be included in their base salary.

B. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday, unless otherwise directed by the Township Committee. (Tour 5 Personnel only).

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

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

## **ARTICLE X HOURS OF WORK**

**A.** Employees who are assigned to straight day work shall be scheduled to work not more than forty (40) hours per week, based on a four (4) or 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.

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

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

## **ARTICLE XI INSURANCE**

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

1. Basic medical with coverage at least equal to that which has heretofore been in effect, subject to paragraph K.
2. Major medical with coverage at least equal to that which has heretofore been in effect, subject to paragraph K.
3. Dental with coverage at least equal to that which has heretofore been in effect.

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

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

1. If a member retired because of disability resulting from injury incurred in the line of duty, whether traumatic or not, or in the event a member of the 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 shall be entitled to the continuance by the Township in his favor of the full insurance package provided for in this contract.

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

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

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

**F.** The Township shall maintain Workers' Compensation insurance covering all members of the Department.

**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 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 Department 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 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 Department while they continue to be members thereof. It shall not continue in force upon the resignation, dismissal or retirement of a member from the Department.

**K.** The FSOA 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, FSOA, Council #8,

Council #8 Supervisors and the Township Administrator or his designee. Recommendations of the Group Health Insurance committee shall be by majority vote to the voting members present at a properly constituted meeting, which shall then be binding on the FSOA upon acceptance by the Township. The parties agree to a comprehensive insurance plan pursuant to our memorandum of agreement signed February 16, 1988, and as modified herein, which contains a \$100.00 deductible per individual year on all claims and is subject to a maximum of \$300.00 deductible per family per year. In addition, employees shall pay 20% of the first \$2,500.00 in expenses subject to a maximum of \$500.00 per individual per year and \$1,500.00 per family per year with the Township paying 100% of all other covered expenses thereafter. In no event shall the cumulative total payment exceed \$600.00 per individual per year and \$1,800.00 per family per year. A \$2,000.00 in expense threshold to a maximum of \$400.00 per individual per year and \$1,200.00 per family per year shall be maintained for all retirees. In addition, the health benefits program shall be modified to include mandatory second surgical opinion and pre-admission certification/continued stay review. The Township agrees that any modification to the group's dental or prescription plan coverage, deductibles or co-payment levels shall be upon recommendation of the review committee and subject to the acceptance of the Township.

L. Each member shall enjoy the right to elect not to be covered under the medical insurance provided by the Township. If a member elects not to be covered under the Township's medical plan, said member shall be paid a stipend in the amount of \$3000.00 for each year he/she elects not to be covered. This stipend shall be made in payments of \$1,500.00 each on June 1<sup>st</sup> and December 1<sup>st</sup>. Any member who exercises this option, shall, without exception, unilaterally retain the right to be reinstated in the Township's medical plan. Any member electing to be reinstated may do so on January 1 or July 1 of any year, with the aforementioned stipend to be prorated.

## **ARTICLE XII 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:



Employees hired by the Township before March 1, 2000:

<i>YEARS OF SERVICE</i>	<i>ADDITIONAL COMPENSATION PER ANNUM WHICH SHALL BE A PERCENTAGE OF THE MEMBER'S ANNUAL SALARY</i>
<i>5 years</i>	<i>2%</i>
<i>10 years</i>	<i>4%</i>
<i>15 years</i>	<i>6%</i>
<i>20 years</i>	<i>10%</i>
<i>24 years</i>	<i>12%</i>

Employees hired by the Township after March 1, 2000:

<i>YEARS OF SERVICE</i>	<i>ADDITIONAL COMPENSATION PER ANNUM WHICH SHALL BE A PERCENTAGE OF THE MEMBER'S ANNUAL SALARY</i>
<i>10</i>	<i>2%</i>
<i>15</i>	<i>4%</i>
<i>20</i>	<i>6%</i>

**B.** Longevity compensation will be payable the first pay period following the anniversary date of the employee.

### **ARTICLE XIII 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 employment.
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 or 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 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 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 N.J.S.A. 34:13A-5.3.

#### **ARTICLE XIV LEAVE OF ABSENCE**

**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 a 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 of 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  
NO-STRIKE PLEDGE**

**A.** The FSOA covenants and agrees that, during the term of this Agreement, neither the FSOA nor any person acting 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 FSOA 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 FSOA 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 FSOA or its members.

**ARTICLE XVI  
NEGOTIATING COMMITTEE**

**A.** There shall be no more than four (4) members of the FSOA Negotiating Committee. These members shall be granted leave from duty with full pay for all meetings between the Township and the FSOA 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 Department within forty-eight (48) hours after their appointment. Members of the negotiating team shall notify the Platoon Commander 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 negotiation proceedings and related conferences involving members of the FSOA and 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 FSOA members as may be authorized to attend such meetings during working hours without any loss of pay.

**ARTICLE XVII**  
**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 thereafter adopted by the Township, in accordance with this agreement.

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

**C.** For any authorized overtime for non-emergency duty, such as training, education, fire prevention, maintenance, administration or clerical, or attendance at any court appearance in connection with the business of the Township of Union Fire Department, any member or members shall be compensated at the overtime rate for the actual number of hours worked, with a minimum of two (2) hours. In the alternative, at the option of the member, said Association member may be compensated by compensatory time off at one and one-half (1 & ½) the number of hours worked, with a minimum of two (2) hours at time and one-half (1 & ½) or three (3) hours compensatory time off. If any non-emergency duty is required on a Saturday, Sunday or a legal holiday as herein named, then and in that event they shall be guaranteed a minimum of four (4) hours pay calculated at one and one-half (1 & ½) times the regular hourly rate of wages or six (6) hours compensatory time off.

**D.** If a member is obligated 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 (1 & ½) times his prevailing hourly wage rate for a guaranteed minimum of two (2) hours.

**E.** If a member is recalled to duty during any of his time off, said Association member shall be paid at the overtime rate of one and one-half (1 & ½) his prevailing hourly wage rate for a guaranteed minimum of eight (8) hours.

**F.** It is understood and agreed that, upon being held over or recalled on the recall platoon or on a day off, such Association member may be required to continue on duty for the full time of the emergency that necessitated such recall or hold over. It is also understood and agreed 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 time as he actually works at the aforesaid rate of one and one-half (1 & ½) his prevailing wage rate.

G. A per them rate of pay shall be established for each rank, and if a member works only the day tour, he shall be paid said per diem. If a member works both the day and night tours, he shall be paid two (2) per diem wages. If a member works only the night tour, he shall be paid said per diem.

### **ARTICLE XVIII PERSONAL DAYS**

A. Each member of the Association shall be entitled to a maximum of three (3) annual personal days leave with pay. The taking of such personal days leave shall be subject to the Chief Officer in charge of each platoon, subject to the guidelines set up by the Chief of the Fire Department.

B. No personal days may be authorized for any tour of duty commencing on any of the holidays mentioned in the Holiday Schedule in Article IX. In addition, no personal day may be authorized for any tour of duty commencing on Christmas Eve or New Year's Eve, if the taking of same as a personal day would involve scheduled overtime to the Department. 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 26<sup>th</sup> morning shift and the start of the morning shift on December 31<sup>st</sup> and continuing up to January 2<sup>nd</sup> morning shift. No personal days, unused personal days or compensatory time will be allowed to be used for declared Fire Division holidays.

C. 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. These provisions may be waived by the Chief officer in charge of said platoon under extreme conditions.

D. Cancellation of a personal day may be made by application and agreement of the Chief Officer of the member's platoon and notification to the Fire Department dispatcher prior to 0700 hours on the day said personal day was to be taken.

E. 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.

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 terminal leave.

G. One personal day shall constitute either the hours of 0800 hours to 1800 hours or 1800 hours until 0800 the next day for members working on the firefighting platoon schedule. If the full twenty-four (24) hours are taken off, the member shall be charged with two (2) personal days.

H. One (1) personal day shall commence each day at 0800 hours for every day that each Association member is scheduled to work, for those members working the straight day schedule.

I. No member of the Association shall be credited with or charged with more personal days annually than any other member of the Association with like seniority.

**J. Preparation Time.**

1. It is understood that Superior Officers have certain administrative tasks that are unique to their supervisory positions for which they receive no compensation. In consideration of this, Superior Officers shall receive three (3) working administrative days off each year in lieu of compensation for this administrative time.

2. The aforementioned three (3) administrative days in lieu of compensation must be used within the calendar year earned.

3. The aforementioned administrative days shall not be used:

a. Unless previously approved by the Tour Commander.

b. If the administrative day will create scheduled overtime.

**ARTICLE XIX  
PERSONNEL FILES**

- A. The Township agrees that a personnel file will be maintained on each member of the Department 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 such member shall be entitled to personally review the contents of his file upon reasonable notice to the Chief of the Department. In the event charges or reprimands have been preferred against a member of the Department, 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 XX  
REASSIGNMENT OF PERSONNEL**

- A. In the event a vacancy in any position within the Fire Department may exist or is anticipated, the Chief of the Fire Department shall notify all Association members. Said members may indicate an interest in a transfer to such vacancy, and shall notify the Chief of the Fire Department within five (5) calendar days of their interest in such reassignment.
- B. Such notification shall be in writing.
- C. The Chief of the Fire Department shall consider the member's seniority and qualifications for such reassignment. Granting of such requests shall not be denied without good reason.
- D. Denial of any such requests shall be made known to the member by the Chief of the Fire Department within five (5) calendar days after receipt of such request.
- 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 XXI  
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:
  - a. 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.
  - b. Such payment shall be made at the time any such employee so terminating his or her service enters on to terminal leave.
  - c. 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. between January 1 and June 30 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. between July 1 and December 31, 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. Retirees in the year 2000 shall have the option of taking his/her benefits upon retirement.

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

1. The money value of such vacation as may have been earned in the year prior to his retirement, resignation or death, not taken by said member, and the money value of that part of the vacation earned in the year of said retirement, death or resignation.
2. The money value of the unused sick leave days, based upon the salary in the year of retirement, resignation or death, in accordance with Article XXII (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 XXII  
SALARIES**

A. Each member of the Fire Department covered by the terms of this contract shall receive annual compensation, exclusive of any other agreed upon economic benefits such as longevity pay, in accordance with the following base pay schedules. The other agreed upon economic benefits such as longevity pay shall be in addition to the following base pay schedules.

		<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
<u>Battalion Chief</u>					
Line	+15 years	91,780	95,228	99,733	104,558
	- 15 years	90,857	93,356	96,857	100,634
Line/Cert	+15 years	93,432	96,926	101,494	106,387
	- 15 years	92,510	95,054	98,619	102,465
Admin	+15 years	92,882	96,361	100,908	105,778
	- 15 years	91,959	94,488	98,031	101,854
Adm/Cert	+15 years	93,543	97,040	101,613	106,511
	- 15 years	92,620	95,167	98,736	102,587
<u>Captain</u>					
Line	+15 years	86,026	89,316	93,599	98,185
	- 15 years	85,103	87,444	90,723	94,261
Line/Cert	+15 years	87,679	91,015	95,362	100,016
	- 15 years	86,756	89,142	92,485	96,092
Admin	+15 years	87,128	90,448	94,774	99,405
	- 15 years	86,205	88,576	91,897	95,481
Adm/Cert	+ 15 years	87,789	91,128	95,479	100,137
	- 15 years	86,866	89,255	92,602	96,214

Effective January 1, 2000 anyone appointed to the rank of Lieutenant shall be placed on the following salary schedule.

		<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
<u>Lieutenant 3<sup>rd</sup> Year</u>					
Line	+15 years	80,240	83,371	87,431	91,776
	- 15 years	79,317	81,498	84,554	89,852
Line/Cert	+15 years	81,893	85,070	89,194	93,602
	- 15 years	80,970	83,197	86,317	89,683
Admin	+15 years	81,342	84,504	88,607	92,998
	- 15 years	80,419	82,631	85,730	89,075
Adm/Cert	+15 years	82,003	85,183	89,311	93,729
	- 15 years	81,080	83,310	86,434	89,805

		<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
<u>Lieutenant 2<sup>nd</sup> Year</u>					
Line	+15 years	76,407	79,433	83,346	87,531
	- 15 years	75,485	77,561	80,469	83,608
Line/Cert	+15 years	78,060	81,131	85,107	89,361
	- 15 years	77,138	79,259	82,231	85,438
Admin	+15 years	77,510	80,566	84,521	88,752
	- 15 years	76,587	78,693	81,644	84,828
Adm/Cert	+15 years	78,170	81,245	85,225	89,484
	- 15 years	77,248	79,372	82,349	85,560
<u>Lieutenant 1<sup>st</sup> Year</u>					
Line	+15 years	73,295	76,235	80,028	84,084
	- 15 years	72,372	74,362	77,151	80,160
Line/Cert	+15 years	74,947	77,933	81,789	85,914
	- 15 years	74,025	76,061	78,913	81,991
Admin	+15 years	74,397	77,368	81,203	85,305
	- 15 years	73,474	75,495	78,326	81,381
Adm/Cert	+15 years	75,058	78,046	81,907	86,036
	- 15 years	74,135	76,174	79,030	82,113

F. Career Pay (Senior Officer Status). Effective January 1, 2000 after the fifteenth year of employment, a \$900.00 Senior Status Differential shall be added to base salary as reflected in the salary charts above.

G. 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.

H. Creditable salary adjustments are to be added into base pay to conform with statutes and administrative rules and regulations of New Jersey's Police and Firemen's Retirement System (PFRS).

### ARTICLE XXIII 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 last date of promotion. In the instance of lay-offs, seniority shall be computed from the last 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 Township of Union Fire Department for the purposes of promotions and vacation selection, prior service with another Police or Fire Department or other government agency shall not be considered, but such prior service with any Police or Fire Department or other government agency shall be applicable for all other benefits stipulated in this contract, as if the said member were an employee of the Township of Union Fire Department for the full period of time being calculated toward said member's retirement.

D. 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.

E. 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.

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

1. Voluntarily continuing in the active military service beyond the time scheduled for release therefrom.
2. Voluntarily re-enlisting in the active military service.
3. Discharge from employment as a member of the Township of Union Fire Department.
4. Resignation as a member of the Township of Union Fire Department.
5. Failure to return to duty when scheduled, upon expiration of any authorized leave of absence.

#### **ARTICLE XXIV 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.

2. Sick Leave Allocation

<u>Years of Service</u>	<u>Sick Leave</u>
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 Department injured in line of duty.
- D.** Sick leave may be used by a member of the for personal illness or in the instance of the illness of a member of his immediate family, as immediate family is defined in the aforementioned ordinance.
- 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. The compensation for employees hired by the Township; after July 1, 1996 for unused sick time shall be capped at \$25,000.
  3. Such payment shall be made at the time any such employee so terminating his or her service enters on to terminal leave.
  4. In the instance of the death of any employee entitled to the payment herein authorized after the same has accrued, such payment shall be made to the estate of such decedent or to such person as may be designated by him or her, in writing, during his or her lifetime.
- F.** During the month of March of each year, the Township of Union Fire Department shall furnish written notice to each member of a full accounting of all unused sick leave days as of December 31 of the preceding year.

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

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

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

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

**K.** Sick Leave Incentive

- a. Any employee not using sick leave for a full calendar year may receive compensation in the first payroll of the next year in any amount equal to forty-two (42) hours pay, such employee shall have forty-two (42) hours deducted from his or her sick leave for that year and may have the balance of his or her sick leave for the year accumulate.
- b. Any employee utilizing the equivalent in hours of one or less of his or her sick days for a full calendar year may receive compensation in the first payroll of the next year in an amount equal to forty-two (42) hours pay less the time used, such employee shall have the number of hours paid deducted from his or her sick leave for the year and may have the balance of his or her sick leave for the calendar year accumulated.

## **ARTICLE XXV UNIFORMS**

**A.** Each member of the Association shall have and maintain at least one (1) complete Dress Uniform for use during each season of the year. Such uniform shall be as prescribed by the Chief of the Fire Department.

**B.** The work uniform shall be in accordance with the regulations as agreed upon between the Association and the Chief of the Fire Department, and as may be set forth in Departmental 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 life of this contract, approval of the Association must be obtained before such change becomes effective.

**D.** The Township shall pay the full cost of any change of fire fighting gear that shall be mandated because of promotion any member or future member of this Association. Future member shall be deemed to be any firefighter who is being promoted to the next higher rank.

**E.** If any part of the firefighting gear of a member of the Association is damaged or destroyed in the line of duty, the Township shall pay for the replacement or repair thereof upon voucher submitted therefor and approved by the Chief of the Fire Department.

**F.** If any part of the firefighting gear of a member of the Association is deemed to be unsafe because of damage or wear or is determined to be in non-compliance with any state or nationally recognized safety-oriented rules or regulations, such equipment shall be replaced by the Township, with the Township paying the full cost for such replacement.

**G.** If any personal property of a member of the Association is 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 therefore in an amount not to exceed Two Hundred Dollars (\$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.

**H.** The Township shall continue to provide full firefighting equipment for each member of the Association. Such equipment shall include but not be limited to fire helmet, turnout coat, fire fighting boots, gloves, eye shields and other related safety equipment to ensure the safety of each Association member while performing his duties. Such equipment shall be the safest and most practical equipment available.

**ARTICLE XXVI  
VACATIONS**

**A.** Vacations for the members of the Association shall be in accordance with the schedule set forth on attached schedule and made part hereof. Vacations shall be taken in the year following the year in which earned, except in the case of termination of employment as outlined below or in the postponing of any or all vacations, also outlined below.

**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 Association members in order of their seniority. These schedules shall be completed by December 15, annually.

1. When four (4) or less line officers are assigned to tour, one (1) shall be allowed on vacation.

2. When a minimum of five (5) line officers are assigned to a tour, two (2) shall be allowed on vacation at the same time.

3. When, because of emergency situations concerning the adequate fire protection of the Township and in recognizing the rights and responsibilities of the Chief, the Chief of the Fire Department may adjust the choosing of vacations to reflect a maximum of one (1) line officer on vacation to provide the necessary assignment of supervision personnel.

4. The Chief or his designee shall have the discretion to have a fourth (4<sup>th</sup>) person as an acting company officer.

**C.** 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 and rank. Vacation time shall be allotted by the Chief of the Fire Department to ensure that each member shall receive equal off duty time in accordance with the attached schedule.

**D.** 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.



- E.** Any member of the Association scheduled to retire between January first (1<sup>st</sup>) and June first (1<sup>st</sup>) of any year shall not be included in the current year's vacation schedule.
- F.** Split vacations shall be allowed. There will be no mandatory splitting of vacations from January 1 to mid-June and mid-September to December 31 within his normal seniority pick.
- G.** When splitting vacation, a maximum of eight working days shall be taken for his first pick, between mid-June and mid-September. During the period from January 1 to mid-June and mid-September to December 31, vacations may be taken in multiples of even numbers.
- H.** 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 the original date for vacation pay shall pertain.
- I.** All vacation days shall be picked in even numbers, unless when picking a vacation, the member has an odd number of days remaining to which he is entitled.
- J.** There shall be no limit to the number of vacation picks to which a member is entitled.
- K.** A member of the Department 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 mid-June and mid-September.
- L.** Seniority in each rank shall be adhered to on each of the firefighting tours, when taking picks.
- M.** There shall be no limit to the number of vacation selections a member is entitled to so long as each vacation selection is for a minimum of four (4) working days.
- N.** One vacation shall constitute the hours from 0800 hours until 1800 hours or 1800 hours until 0800 hours the next day, for those members working the firefighting platoon schedule, for each day a member is scheduled to work. A full twenty-four (24) hour period shall constitute two (2) vacation days.
- O.** Members working the straight day schedule, one vacation day shall commence each day at 0800 hours for every day that the member is scheduled to work and shall be given the required amount of working days off to approximately equal that of shift members.

P. Previously banked vacation time from the years prior to the 1983 contract shall remain in compensatory time to be paid to member at his retirement or upon leaving the employ of the Fire Department. At the discretion of the Chief of the Fire Department, a member may accumulate up to two years vacation.

Q. Vacation Schedule

For members hired before July 1, 1996:

<u>Years of Service</u>	<u>Working Days Off</u>
Less than 1	1 day/month
1 - 4	15
5 - 9	19
10 - 14	21
15 - 19	25
20 - 24	27
25 +	31

For members hired after July 1, 1996:

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

**ARTICLE XXVII  
MAINTENANCE OF STANDARDS**

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

B. Any and all benefits, rights and privileges carried into retirement by members covered under this agreement shall remain in effect for the lifetime of the member and his eligible dependents on an equal to or better than basis.

**ARTICLE XXVIII  
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 XXIX  
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 FSOA 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 FSOA 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 FSOA.

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

**C.** The FSOA will provide the necessary "check-off authorization" form to its new members and the FSOA will secure the signatures of its members on the forms and deliver the signed forms to the Employer. The authorization of all current FSOA members already in the possession of the Township shall remain effective during the term of this Agreement. The FSOA 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 FSOA to the Employer.

**D.** The Employer will notify the Secretary-Treasurer of the FSOA of the hiring of all employees, their addresses, birthdate, 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 FSOA 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 FSOA membership dues, fees and assessments as certified to the Employer by the FSOA. The FSOA may revise its certification of the amount of the representation fee at any time to reflect changes in the FSOA membership dues, fees and assessments. The FSOA's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the FSOA 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 FSOA and the Employer.

F. The FSOA 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. 34:13(A)-5.5 et seq.

G. The FSOA 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 FSOA in defending this provision.

### **ARTICLE XXX CLOTHING ALLOWANCE**

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

**ARTICLE XXXI  
SEVERABILITY**

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 XXXII  
TERM OF CONTRACT AND EXECUTION**

- A.** This Agreement shall be in full force and effect as of January 1, 2000 and shall remain in effect to and including December 31, 2003, without any reopening date and shall continue in full force and effect until a new agreement is executed or ratified, whichever is later.
- B.** The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply effective January 1, 2000, only for employees on the Township's payroll as of the date of the signing of this Agreement or who die or retire within the meaning of the Police and Firemen's Retirement System.
- C.** Negotiations for a successor agreement shall commence no later than September 1, 2003 and shall be governed by the Rules and Regulations of the New Jersey Public Employment Relations Commission and the laws of the State of New Jersey, as amended.
- D.** This Agreement may be extended one (1) year upon the mutual agreement and signing of a Memorandum of Understanding between both parties.
- E.** If the FSOA Local 246 signs a contract with the Township of Union, and any other collective bargaining unit receives a benefit that Local 246 did not receive, that item will then be given to FSOA Local 246. This provision applies to negotiated contracts and not a contract awarded to another bargaining unit through arbitration.

**ARTICLE XXXIII  
MEAL REIMBURSEMENT**

\$9.00

**ARTICLE XXXIV  
MILEAGE REIMBURSEMENT**

\$0.35 per mile

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective authorized representatives on this day 22 of June, 2000

ATTEST:

TOWNSHIP OF UNION IN THE  
COUNTY OF UNION

Karen A. Infanger

Lt Daniel Compelice

FIRE SUPERIOR OFFICERS ASSOCIATION  
LOCAL NO 15, OF THE NEW JERSEY  
STATE ASSOCIATION OF PAID FIRE  
OFFICERS

ATTEST:

\_\_\_\_\_

David Bradley

By: Joseph L. How