

AGREEMENT

Between

THE TOWNSHIP OF UNION

And

FMBA LOCAL NO. 246

FIRE SUPERIOR OFFICERS' ASSOCIATION

January 1, 2009 through December 31, 2012

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This Agreement, made this 21st day of October, 2010 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, 2009 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 2009, 2010, 2011 and 2012.

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 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 of 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 1st 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 for duty the day of the funeral.

H. Members assigned to the 24-hour duty shall be entitled to one (1) ten-hour shift off duty (days) or 14-hour shift off duty (nights) to attend the funeral of the member's aunt or uncle.

I. Except as set forth in Paragraph H, members shall not be required to return to duty sooner than their next scheduled tour following the day of funeral service.

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 oppressing 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 seven (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 2009, 2010, 2011, and 2012 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	Veterans' 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 forty (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 Paragraphs B and K herein, the Township shall provide the following group Health Insurance coverage for all active and retired officers (after 25 years of service) and the eligible dependents as defined in the policies of insurance:

1. Basic Medical with coverage at least equal to or better than that which has heretofore been in effect, subject to paragraph K.
2. Major medical with coverage at least equal to or better than that which has heretofore been in effect, subject to paragraph K.
3. Dental with coverage at least equal to or better than that which has heretofore been in effect with a \$1,500.00 limit.
4. Effective November 26, 2007, or as soon as is administratively feasible, prescription with coverage at least equal to or better than that which has heretofore been in effect, subject to a twenty (\$20.00) dollar co-pay for non-generic drugs; a five (\$5.00) dollar co-pay for generic drugs; mail order drugs (three-month

dosage) at ten (\$10.00) dollar co-pay for generic drugs; a forty (\$40.00) dollar co-pay for non-generic drugs.

5. Effective May 1, 2010, the health insurance plan provided by the Township, including the prescription plan will change to the New Jersey State Benefit Direct 10 Plan. The prescription plan shall be the Prescription Drug Plan for Local Government Employees which includes out-of-pocket prescription co-pays as follows:

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

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

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

1. If a member retires because of disability resulting from injury incurred in the line of duty, whether traumatic or not, or in the event a member of the

Department elects to take a deferred pension, early retirement, or resigns, or retires with disability occurring other than in the line of duty, and at the time of said retirement or resignation has twenty (20) or more years of service, either with the Department or in the Police and Firemen's Retirement System, he or she shall be entitled to the continuance by the Township in his or her favor of the full insurance package provided for in this contract.

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

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

E. Whenever by reason of this contract the Township carries a member, dependent or survivor as 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 there from 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, Supervisors Unit and the Township Administrator or his designee. Recommendations of the Group Health Insurance Committee shall be by majority vote of the voting members present at a properly constituted meeting, which shall then be binding on the FSOA, upon acceptance by the Township.

The Township agrees that any modification to the group's dental, prescription plan coverage, deductibles or co-payment levels shall be upon recommendation of the review committee and subject to the acceptance of the Township.

L. Each employee covered under this Agreement shall enjoy the right to elect not to be covered under the medical insurance provided by the Township. If an employee elects not to be covered under the Township's medical plan, the employee shall be paid a stipend in the amount of \$3,000 for each year they elect not to be covered. This stipend shall be made in payments of \$1,500.00 each on July 1st and December 1st. Any employee who exercises this option, shall, without exception, unilaterally retain the right

to be reinstated into the Township's medical plan. Any employee 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:

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

Employees hired by the Township after March 1, 2000:

YEARS OF SERVICE	ADDITIONAL COMPENSATION PER ANNUM WHICH SHALL BE A PERCENTAGE OF THE MEMBER'S ANNUAL SALARY
5 years	2%
10 years	4%
15 years	6%
20 years	8%

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 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 5th 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 diem 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 24th and continuing up to December 26th morning shift and the start of the morning shift on December 31st and continuing up to January 2nd 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 charted 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 schedule 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 in 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.

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, or senior officer status pay, in accordance with the attached base pay schedules. The other agreed upon economic benefits such as longevity pay shall be in addition to the base pay scheduled.

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

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

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

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

C. Adjustment payments required by virtue of this contract shall be made not later than sixty (60) days from the date of the signing of this contract.

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

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 years	15
6-10 years	16
11-15 years	17
16-20 years	18
21-24 years	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 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 said employees.

2. The compensation for employees hired by the Township; after July 1, 1996 for unused sick time shall be capped at \$25,000.00.
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 the 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 (4th) 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 (1st) and June first (1st) 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 (8) 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 years	15 days
5 -9 years	19 days
10 – 14 years	21 days
15 – 19 years	25 days
20 – 24 years	27 days
25+	31 days

For members hired after July 1, 1996:

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

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, birth date, classification, rate of pay and social security number; and of all removals of employees from the Employer's payroll.

E. Any employee in the bargaining unit on the effective date of this Agreement who does not join the 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

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 XXXI

TERM OF CONTRACT AND EXECUTION

A. This Agreement shall be in full force and effect as of January 1, 2009 and shall remain in effect to and including December 31, 2012, 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, 2009, 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, 2012 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 the 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. The provision applies to negotiated contracts and not a contract awarded to another bargaining unit through arbitration.

ARTICLE XXXII

MEAL REIMBURSEMENT

\$9.00

ARTICLE XXXIII

MILEAGE REIMBURSEMENT

\$0.35

FOA SALARY CHART 2009
(based on 2.5% for 2009)

Rank	Long.	2008 Base	Senior Status	2.50%	2009 Base	Incl. Senior	2009 Long	2009 Gross
BATT. CHIEF	12%	118487	3924	2962	121449	125373	14574	139947
Shift	10%	118487	3924	2962	121449	125373	12145	137518
	6%	118487	3924	2962	121449	125373	7287	132660
	4%	118487		2962	121449	121449	4858	126307
	2%	118487		2962	121449	121449	2429	123878
				0				
CAPTAIN	12%	110982	3924	2775	113757	117681	13651	131331
Shift	10%	110982	3924	2775	113757	117681	11376	129056
	6%	110982	3924	2775	113757	117681	6825	124506
	4%	110982		2775	113757	113757	4550	118307
	2%	110982		2775	113757	113757	2275	116032
				0				
LT. 3RD YR.	12%	103436	3924	2586	106022	109946	12723	122669
Shift	10%	103436	3924	2586	106022	109946	10602	120548
	6%	103436	3924	2586	106022	109946	6361	116307
	4%	103436		2586	106022	106022	4241	110263
	2%	103436		2586	106022	106022	2120	108142
				0				
LT. 2ND YR.	12%	98440	3924	2461	100901	104825	12108	116933
Shift	10%	98440	3924	2461	100901	104825	10090	114915
	6%	98440	3924	2461	100901	104825	6054	110879
	4%	98440		2461	100901	100901	4036	104937
	2%	98440		2461	100901	100901	2018	102919
				0				
LT. 1ST Yr.	12%	94380	3924	2360	96740	100664	11609	112272
Shift	10%	94380	3924	2360	96740	100664	9674	110337
	6%	94380	3924	2360	96740	100664	5804	106468
	4%	94380		2360	96740	96740	3870	100609
	2%	94380		2360	96740	96740	1935	98674

FOA SALARY CHART 2009
(based on 2.5% for 2009)

Rank	Long.	2008 Base	Senior Status	2.50%	2009 Base	2009 Base	Incl. Senior	2009 Long	2009 Gross
BATT. CHIEF	12%	120641	3924	3016	123657	127581	14839	142420	
Shift/Cert	10%	120641	3924	3016	123657	127581	12366	139947	
	6%	120641	3924	3016	123657	127581	7419	135000	
	4%	120641		3016	123657	123657	4946	128603	
	2%	120641		3016	123657	123657	2473	126130	
CAPTAIN	12%	113137	3924	2828	115965	119889	13916	133805	
Shift/Cert	10%	113137	3924	2828	115965	119889	11597	131486	
	6%	113137	3924	2828	115965	119889	6958	126847	
	4%	113137		2828	115965	115965	4639	120604	
	2%	113137		2828	115965	115965	2319	118285	
LT. 3RD YR.	12%	105591	3924	2640	108231	112155	12988	125142	
Shift/Cert	10%	105591	3924	2640	108231	112155	10823	122978	
	6%	105591	3924	2640	108231	112155	6494	118649	
	4%	105591		2640	108231	108231	4329	112560	
	2%	105591		2640	108231	108231	2165	110395	
LT. 2ND YR.	12%	100594	3924	2515	103109	107033	12373	119406	
Shift/Cert	10%	100594	3924	2515	103109	107033	10311	117344	
	6%	100594	3924	2515	103109	107033	6187	113219	
	4%	100594		2515	103109	103109	4124	107233	
	2%	100594		2515	103109	103109	2062	105171	
LT. 1ST Yr.	12%	96535	3924	2413	98948	102872	11874	114746	
Shift/Cert	10%	96535	3924	2413	98948	102872	9895	112767	
	6%	96535	3924	2413	98948	102872	5937	108809	
	4%	96535		2413	98948	98948	3958	102906	
	2%	96535		2413	98948	98948	1979	100927	

FOA SALARY CHART 2009
(based on 2.5% for 2009)

Rank	Long.	2008 Base	Senior Status	2.50%:	2009 Base	2009 Base	Incl. Senior	2009 Long	2009 Gross
BATT. CHIEF	12%	119922	3924	2998	122920	126844	14750	141594	
Admin	10%	119922	3924	2998	122920	126844	12292	139136	
	6%	119922	3924	2998	122920	126844	7375	134219	
	4%	119922		2998	122920	122920	4917	127837	
	2%	119922		2998	122920	122920	2458	125378	
				0					
CAPTAIN	12%	112420	3924	2811	115231	119155	13828	132982	
Admin	10%	112420	3924	2811	115231	119155	11523	130678	
	6%	112420	3924	2811	115231	119155	6914	126068	
	4%	112420		2811	115231	115231	4609	119840	
	2%	112420		2811	115231	115231	2305	117535	
				0					
LT. 3RD YR.	12%	104873	3924	2622	107495	111419	12899	124318	
Admin	10%	104873	3924	2622	107495	111419	10749	122168	
	6%	104873	3924	2622	107495	111419	6450	117869	
	4%	104873		2622	107495	107495	4300	111795	
	2%	104873		2622	107495	107495	2150	109645	
				0					
LT. 2ND YR.	12%	99876	3924	2497	102373	106297	12285	118582	
Admin	10%	99876	3924	2497	102373	106297	10237	116534	
	6%	99876	3924	2497	102373	106297	6142	112439	
	4%	99876		2497	102373	102373	4095	106468	
	2%	99876		2497	102373	102373	2047	104420	
				0					
LT. 1ST Yr.	12%	95818	3924	2395	98213	102137	11786	113923	
Admin	10%	95818	3924	2395	98213	102137	9821	111959	
	6%	95818	3924	2395	98213	102137	5893	108030	
	4%	95818		2395	98213	98213	3929	102142	
	2%	95818		2395	98213	98213	1964	100178	

FOA SALARY CHART 2009
(based on 2.5% for 2009)

Rank	Long.	2008 Base	Senior Status	2.50%	2009 Base	Incl. Senior	2009 Base	2009 Long	2009 Gross
BATT. CHIEF	12%	120785	3924	3020	123805	127729	14857	142585	
Admin/Cert	10%	120785	3924	3020	123805	127729	12380	140109	
	6%	120785	3924	3020	123805	127729	7428	135157	
	4%	120785		3020	123805	123805	4952	128757	
	2%	120785		3020	123805	123805	2476	126281	
				0					
CAPTAIN	12%	113281	3924	2832	116113	120037	13934	133971	
Admin/Cert	10%	113281	3924	2832	116113	120037	11611	131648	
	6%	113281	3924	2832	116113	120037	6967	127004	
	4%	113281		2832	116113	116113	4645	120758	
	2%	113281		2832	116113	116113	2322	118435	
				0					
LT. 3RD YR.	12%	105736	3924	2643	108379	112303	13006	125309	
Admin/Cert	10%	105736	3924	2643	108379	112303	10838	123141	
	6%	105736	3924	2643	108379	112303	6503	118806	
	4%	105736		2643	108379	108379	4335	112715	
	2%	105736		2643	108379	108379	2168	110547	
				0					
LT. 2ND YR.	12%	100738	3924	2518	103256	107180	12391	119571	
Admin/Cert	10%	100738	3924	2518	103256	107180	10326	117506	
	6%	100738	3924	2518	103256	107180	6195	113376	
	4%	100738		2518	103256	103256	4130	107387	
	2%	100738		2518	103256	103256	2065	105322	
				0					
LT. 1ST Yr.	12%	96679	3924	2417	99096	103020	11892	114911	
Admin/Cert	10%	96679	3924	2417	99096	103020	9910	112930	
	6%	96679	3924	2417	99096	103020	5946	108966	
	4%	96679		2417	99096	99096	3964	103060	
	2%	96679		2417	99096	99096	1982	101078	

FOA SALARY CHART 2010
(based on 2.5% for 2009 and 3% for 2010)

Rank	Long.	2009 Base w/(2.5% - 09)	Senior Status	3.00% 2010 Base	2010 Base Incl. Senior	2010 Long	2010 Gross
BATT. CHIEF	12%	121449	3924	3643	125092	15011	144028
Shift	10%	121449	3924	3643	125092	12509	141526
	6%	121449	3924	3643	125092	7506	136522
	4%	121449		3643	125092	5004	130096
	2%	121449		3643	125092	2502	127594
				0			
CAPTAIN	12%	113757	3924	3413	117170	14060	135154
Shift	10%	113757	3924	3413	117170	11717	132811
	6%	113757	3924	3413	117170	7030	128124
	4%	113757		3413	117170	4687	121856
	2%	113757		3413	117170	2343	119513
				0			
LT. 3RD YR.	12%	106022	3924	3181	109203	13104	126231
Shift	10%	106022	3924	3181	109203	10920	124047
	6%	106022	3924	3181	109203	6552	119679
	4%	106022		3181	109203	4368	113571
	2%	106022		3181	109203	2184	111387
				0			
LT. 2ND YR.	12%	100901	3924	3027	103928	12471	120323
Shift	10%	100901	3924	3027	103928	10393	118245
	6%	100901	3924	3027	103928	6236	114088
	4%	100901		3027	103928	4157	108085
	2%	100901		3027	103928	2079	106007
				0			
LT. 1ST Yr.	12%	96740	3924	2902	99642	11957	115523
Shift	10%	96740	3924	2902	99642	9964	113530
	6%	96740	3924	2902	99642	5979	109545
	4%	96740		2902	99642	3986	103628
	2%	96740		2902	99642	1993	101635

FOA SALARY CHART 2010
(based on 2.5% for 2010 and 3% for 2010)

Rank	Long.	2009 Base w/(2.5% - 09)	Senior Status	3.00% 2010 Base	2010 Base Incl. Senior	2010 Long	2010 Gross
BATT. CHIEF	12%	123657	3924	3710	127367	15284	146575
Shift/Cert	10%	123657	3924	3710	127367	12737	144027
	6%	123657	3924	3710	127367	7642	138933
	4%	123657		3710	127367	5095	132461
	2%	123657		3710	127367	2547	129914
				0			
CAPTAIN	12%	115965	3924	3479	119444	14333	137701
Shift/Cert	10%	115965	3924	3479	119444	11944	135312
	6%	115965	3924	3479	119444	7167	130535
	4%	115965		3479	119444	4778	124222
	2%	115965		3479	119444	2389	121833
				0			
LT. 3RD YR.	12%	108231	3924	3247	111478	13377	128779
Shift/Cert	10%	108231	3924	3247	111478	11148	126550
	6%	108231	3924	3247	111478	6689	122091
	4%	108231		3247	111478	4459	115937
	2%	108231		3247	111478	2230	113707
				0			
LT. 2ND YR.	12%	103109	3924	3093	106202	12744	122871
Shift/Cert	10%	103109	3924	3093	106202	10620	120746
	6%	103109	3924	3093	106202	6372	116498
	4%	103109		3093	106202	4248	110450
	2%	103109		3093	106202	2124	108326
				0			
LT. 1ST Yr.	12%	98948	3924	2968	101916	12230	118070
Shift/Cert	10%	98948	3924	2968	101916	10192	116032
	6%	98948	3924	2968	101916	6115	111955
	4%	98948		2968	101916	4077	105993
	2%	98948		2968	101916	2038	103955

FOA SALARY CHART 2010
(based on 2.5% for 2009 and 3% for 2010)

Rank	Long.	2009 Base w/(2.5% - 09)	Senior Status	3.00% 2010 Base	2010 Base Incl. Senior	2010 Long	2010 Gross
BATT. CHIEF	12%	122920	3924	3688	126608	15193	145725
Admin	10%	122920	3924	3688	126608	12661	143192
	6%	122920	3924	3688	126608	7596	138128
	4%	122920		3688	126608	5064	131672
	2%	122920		3688	126608	2532	129140
				0			
CAPTAIN	12%	115231	3924	3457	118688	14243	136854
Admin	10%	115231	3924	3457	118688	11869	134481
	6%	115231	3924	3457	118688	7121	129733
	4%	115231		3457	118688	4748	123435
	2%	115231		3457	118688	2374	121062
				0			
LT. 3RD YR.	12%	107495	3924	3225	110720	13286	127930
Admin	10%	107495	3924	3225	110720	11072	125716
	6%	107495	3924	3225	110720	6643	121287
	4%	107495		3225	110720	4429	115149
	2%	107495		3225	110720	2214	112934
				0			
LT. 2ND YR.	12%	102373	3924	3071	105444	12653	122021
Admin	10%	102373	3924	3071	105444	10544	119913
	6%	102373	3924	3071	105444	6327	115695
	4%	102373		3071	105444	4218	109662
	2%	102373		3071	105444	2109	107553
				0			
LT. 1ST Yr.	12%	98213	3924	2946	101159	12139	117223
Admin	10%	98213	3924	2946	101159	10116	115199
	6%	98213	3924	2946	101159	6070	111153
	4%	98213		2946	101159	4046	105206
	2%	98213		2946	101159	2023	103183

FOA SALARY CHART 2010
(based on 2.5% for 2009 and 3% for 2010)

Rank	Long.	2009 Base w/(2.5% - 09)	Senior Status	3.00%	2010 Base	2010 Base Incl. Senior	2010 Long	2010 Gross
BATT. CHIEF	12%	123805	3924	3714	127519	131443	15302	146745
Admin/Cert	10%	123805	3924	3714	127519	131443	12752	144195
	6%	123805	3924	3714	127519	131443	7651	139094
	4%	123805		3714	127519	127519	5101	132620
	2%	123805		3714	127519	127519	2550	130070
				0				
CAPTAIN	12%	116113	3924	3483	119596	123520	14352	137872
Admin/Cert	10%	116113	3924	3483	119596	123520	11960	135480
	6%	116113	3924	3483	119596	123520	7176	130696
	4%	116113		3483	119596	119596	4784	124380
	2%	116113		3483	119596	119596	2392	121988
				0				
LT. 3RD YR.	12%	108379	3924	3251	111630	115554	13396	128950
Admin/Cert	10%	108379	3924	3251	111630	115554	11163	126717
	6%	108379	3924	3251	111630	115554	6698	122252
	4%	108379		3251	111630	111630	4465	116096
	2%	108379		3251	111630	111630	2233	113863
				0				
LT. 2ND YR.	12%	103256	3924	3098	106354	110278	12762	123040
Admin/Cert	10%	103256	3924	3098	106354	110278	10635	120913
	6%	103256	3924	3098	106354	110278	6381	116659
	4%	103256		3098	106354	106354	4254	110608
	2%	103256		3098	106354	106354	2127	108481
				0				
LT. 1ST Yr.	12%	99096	3924	2973	102069	105993	12248	118241
Admin/Cert	10%	99096	3924	2973	102069	105993	10207	116200
	6%	99096	3924	2973	102069	105993	6124	112117
	4%	99096		2973	102069	102069	4083	106152
	2%	99096		2973	102069	102069	2041	104110

FOA SALARY CHART 2011
(based on 2.75% for 2009, 3% for 2010 and 2.75% 2011)

Rank	Long.	2010 Base	Senior Status	2.75% 2011 Base	2011 Base	Incl. Senior	2011 Long	2011 Gross
BATT. CHIEF	12%	125092	3924	3440	128532	132456	15424	147880
Shift	10%	125092	3924	3440	128532	132456	12853	145309
	6%	125092	3924	3440	128532	132456	7712	140168
	4%	125092		3440	128532	128532	5141	133673
	2%	125092		3440	128532	128532	2571	131103
CAPTAIN	12%	117170	3924	3222	120392	124316	14447	138763
Shift	10%	117170	3924	3222	120392	124316	12039	136355
	6%	117170	3924	3222	120392	124316	7224	131540
	4%	117170		3222	120392	120392	4816	125208
	2%	117170		3222	120392	120392	2408	122800
LT. 3RD YR.	12%	109203	3924	3003	112206	116130	13465	129595
Shift	10%	109203	3924	3003	112206	116130	11221	127351
	6%	109203	3924	3003	112206	116130	6732	122862
	4%	109203		3003	112206	112206	4488	116694
	2%	109203		3003	112206	112206	2244	114450
				0				
LT. 2ND YR.	12%	103928	3924	2858	106786	110710	12814	123524
Shift	10%	103928	3924	2858	106786	110710	10679	121389
	6%	103928	3924	2858	106786	110710	6407	117117
	4%	103928		2858	106786	106786	4271	111057
	2%	103928		2858	106786	106786	2136	108922
				0				
LT. 1ST Yr.	12%	99642	3924	2740	102382	106306	12286	118592
Shift	10%	99642	3924	2740	102382	106306	10238	116544
	6%	99642	3924	2740	102382	106306	6143	112449
	4%	99642		2740	102382	102382	4095	106477
	2%	99642		2740	102382	102382	2048	104430

FOA SALARY CHART 2011
(based on 2.5% for 2009 3% for 2010 and 2.75% 2011)

A	B	C	D	E	F	G	H	I
Rank	Long.	2010 Base w/(2.5% - 09)	Senior Status	2.75% 2010 Base	2010 Base	2011 Base Incl. Senior	2011 Long	2011 Gross
1								
2								
3	BATT. CHIEF	12%	127367	3924	3503	130870	134794	15704
4	Shift/Cert	10%	127367	3924	3503	130870	134794	13087
5		6%	127367	3924	3503	130870	134794	7852
6		4%	127367		3503	130870	130870	5235
7		2%	127367		3503	130870	130870	2617
8								
9	CAPTAIN	12%	119444	3924	3285	122729	126653	14727
10	Shift/Cert	10%	119444	3924	3285	122729	126653	12273
11		6%	119444	3924	3285	122729	126653	7364
12		4%	119444		3285	122729	122729	4909
13		2%	119444		3285	122729	122729	2455
14								
15	LT. 3RD YR.	12%	111475	3924	3066	114541	118465	13745
16	Shift/Cert	10%	111475	3924	3066	114541	118465	11454
17		6%	111475	3924	3066	114541	118465	6872
18		4%	111475		3066	114541	114541	4582
19		2%	111475		3066	114541	114541	2291
20								
21	LT. 2ND YR.	12%	106202	3924	2921	109123	113047	13095
22	Shift/Cert	10%	106202	3924	2921	109123	113047	10912
23		6%	106202	3924	2921	109123	113047	6547
24		4%	106202		2921	109123	109123	4365
25		2%	106202		2921	109123	109123	2182
26								
27	LT. 1ST Yr.	12%	101916	3924	2803	104719	108643	12566
28	Shift/Cert	10%	101916	3924	2803	104719	108643	10472
29		6%	101916	3924	2803	104719	108643	6283
30		4%	101916		2803	104719	104719	4189
31		2%	101916		2803	104719	104719	2094
								106813

FOA SALARY CHART 2011
(based on 2.5% for 2009 3% for 2010 and 2.75% for 2011)

Rank	Long.	2010 Base w/(2.5% - 09)	Senior Status	2.75% 2011 Base	2011 Base Incl. Senior	2011 Long	2011 Gross
BATT. CHIEF	12%	126608	3924	3482	130090	15611	149624
Admin	10%	126608	3924	3482	130090	13009	147023
	6%	126608	3924	3482	130090	7805	141819
	4%	126608		3482	130090	5204	135293
	2%	126608		3482	130090	2602	132692
CAPTAIN	12%	118688	3924	3264	121952	14634	140510
Admin	10%	118688	3924	3264	121952	12195	138071
	6%	118688	3924	3264	121952	7317	133193
	4%	118688		3264	121952	4878	126830
	2%	118688		3264	121952	2439	124391
LT. 3RD YR.	12%	110720	3924	3045	113765	13652	131341
Admin	10%	110720	3924	3045	113765	11376	129065
	6%	110720	3924	3045	113765	6826	124515
	4%	110720		3045	113765	4551	118315
	2%	110720		3045	113765	2275	116040
LT. 2ND YR.	12%	105444	3924	2900	108344	13001	125269
Admin	10%	105444	3924	2900	108344	10834	123102
	6%	105444	3924	2900	108344	6501	118768
	4%	105444		2900	108344	4334	112677
	2%	105444		2900	108344	2167	110511
LT. 1ST Yr.	12%	101159	3924	2782	103941	12473	120338
Admin	10%	101159	3924	2782	103941	10394	118259
	6%	101159	3924	2782	103941	6236	114101
	4%	101159		2782	103941	4158	108099
	2%	101159		2782	103941	2079	106020

FOA SALARY CHART 2011
(based on 2.5% for 2009 3% for 2010 and 2.75% for 2011)

Rank	Long.	2010 Base	Senior Status	2.75% 2011 Base	2011 Base	Incl. Senior	2011 Long	2011 Gross
BATT. CHIEF	12%	127519	3924	3507	131026	134950	15723	150673
Admin/Cert	10%	127519	3924	3507	131026	134950	13103	148052
	6%	127519	3924	3507	131026	134950	7862	142811
	4%	127519		3507	131026	131026	5241	136267
	2%	127519		3507	131026	131026	2621	133646
CAPTAIN	12%	119596	3924	3289	122885	126809	14746	141555
Admin/Cert	10%	119596	3924	3289	122885	126809	12288	139097
	6%	119596	3924	3289	122885	126809	7373	134182
	4%	119596		3289	122885	122885	4915	127800
	2%	119596		3289	122885	122885	2458	125343
LT. 3RD YR.	12%	111630	3924	3070	114700	118624	13764	132388
Admin/Cert	10%	111630	3924	3070	114700	118624	11470	130094
	6%	111630	3924	3070	114700	118624	6882	125506
	4%	111630		3070	114700	114700	4588	119288
	2%	111630		3070	114700	114700	2294	116994
LT. 2ND YR.	12%	106354	3924	2925	109279	113203	13113	126316
Admin/Cert	10%	106354	3924	2925	109279	113203	10928	124131
	6%	106354	3924	2925	109279	113203	6557	119759
	4%	106354		2925	109279	109279	4371	113650
	2%	106354		2925	109279	109279	2186	111464
LT. 1ST Yr.	12%	102069	3924	2807	104876	108800	12585	121385
Admin/Cert	10%	102069	3924	2807	104876	108800	10488	119287
	6%	102069	3924	2807	104876	108800	6293	115092
	4%	102069		2807	104876	104876	4195	109071
	2%	102069		2807	104876	104876	2098	106973

FOA SALARY CHART 2012
(based on 2.75% for 2009, 3% for 2010 2.75% 2011 and 2.25% for 2012)

Rank	Long.	2011 Base	Senior Status	2.25%	2012 Base	2012 Base Incl. Senior	2012 Long	2012 Gross
BATT. CHIEF	12%	128532	3924	2892	131424	135348	15771	151119
Shift	10%	128532	3924	2892	131424	135348	13142	148490
	6%	128532	3924	2892	131424	135348	7885	143233
	4%	128532		2892	131424	131424	5257	136681
	2%	128532		2892	131424	131424	2628	134052
CAPTAIN	12%	120392	3924	2709	123101	127025	14772	141797
Shift	10%	120392	3924	2709	123101	127025	12310	139335
	6%	120392	3924	2709	123101	127025	7386	134411
	4%	120392		2709	123101	123101	4924	128025
	2%	120392		2709	123101	123101	2462	125563
LT. 3RD YR.	12%	112206	3924	2525	114731	118655	13768	132422
Shift	10%	112206	3924	2525	114731	118655	11473	130128
	6%	112206	3924	2525	114731	118655	6884	125538
	4%	112206		2525	114731	114731	4589	119320
	2%	112206		2525	114731	114731	2295	117025
LT. 2ND YR.	12%	106786	3924	2403	109189	113113	13103	126215
Shift	10%	106786	3924	2403	109189	113113	10919	124032
	6%	106786	3924	2403	109189	113113	6551	119664
	4%	106786		2403	109189	109189	4368	113556
	2%	106786		2403	109189	109189	2184	111372
				0				
LT. 1ST Yr.	12%	102382	3924	2304	104686	108610	12562	121172
Shift	10%	102382	3924	2304	104686	108610	10469	119078
	6%	102382	3924	2304	104686	108610	6281	114891
	4%	102382		2304	104686	104686	4187	108873
	2%	102382		2304	104686	104686	2094	106779

FOA SALARY CHART 2012
(based on 2.5% for 2009 3% for 2010 2.75% for 2011 and 2.25% for 2012)

Rank	Long.	2011 Base	Senior	2.25%	2012 Base	2012 Base	2012 Long	2012 Gross
			Status			Incl. Senior		
BATT. CHIEF	12%	130870	3924	2945	133815	137739	16058	153796
Shift/Cert	10%	130870	3924	2945	133815	137739	13381	151120
	6%	130870	3924	2945	133815	137739	8029	145767
	4%	130870		2945	133815	133815	5353	139167
	2%	130870		2945	133815	133815	2676	136491
CAPTAIN	12%	122729	3924	2761	125490	129414	15059	144473
Shift/Cert	10%	122729	3924	2761	125490	129414	12549	141963
	6%	122729	3924	2761	125490	129414	7529	136944
	4%	122729		2761	125490	125490	5020	130510
	2%	122729		2761	125490	125490	2510	128000
LT. 3RD YR.	12%	114541	3924	2577	117118	121042	14054	135096
Shift/Cert	10%	114541	3924	2577	117118	121042	11712	132754
	6%	114541	3924	2577	117118	121042	7027	128069
	4%	114541		2577	117118	117118	4685	121803
	2%	114541		2577	117118	117118	2342	119461
LT. 2ND YR.	12%	109123	3924	2455	111578	115502	13389	128892
Shift/Cert	10%	109123	3924	2455	111578	115502	11158	126660
	6%	109123	3924	2455	111578	115502	6695	122197
	4%	109123		2455	111578	111578	4463	116041
	2%	109123		2455	111578	111578	2232	113810
LT. 1ST Yr.	12%	104719	3924	2356	107075	110999	12849	123848
Shift/Cert	10%	104719	3924	2356	107075	110999	10708	121707
	6%	104719	3924	2356	107075	110999	6425	117424
	4%	104719		2356	107075	107075	4283	111358
	2%	104719		2356	107075	107075	2142	109217

FOA SALARY CHART 2012
(based on 2.5% for 2009 3% for 2010 2.75% for 2011 and 2.25% for 2012)

Rank	Long.	2011 Base	Senior Status	2.25%	2012 Base	2012 Base Incl. Senior	2012 Long	2012 Gross
BATT. CHIEF	12%	130090	3924	2927	133017	136941	15962	152903
Admin	10%	130090	3924	2927	133017	136941	13302	150243
	6%	130090	3924	2927	133017	136941	7981	144922
	4%	130090		2927	133017	133017	5321	138338
	2%	130090		2927	133017	133017	2660	135677
CAPTAIN	12%	121952	3924	2744	124696	128620	14964	143583
Admin	10%	121952	3924	2744	124696	128620	12470	141090
	6%	121952	3924	2744	124696	128620	7482	136102
	4%	121952		2744	124696	124696	4988	129684
	2%	121952		2744	124696	124696	2494	127190
LT. 3RD YR.	12%	113765	3924	2560	116325	120249	13959	134208
Admin	10%	113765	3924	2560	116325	120249	11632	131881
	6%	113765	3924	2560	116325	120249	6979	127228
	4%	113765		2560	116325	116325	4653	120978
	2%	113765		2560	116325	116325	2326	118651
LT. 2ND YR.	12%	108344	3924	2438	110782	114706	13294	128000
Admin	10%	108344	3924	2438	110782	114706	11078	125784
	6%	108344	3924	2438	110782	114706	6647	121353
	4%	108344		2438	110782	110782	4431	115213
	2%	108344		2438	110782	110782	2216	112997
LT. 1ST Yr.	12%	103941	3924	2339	106280	110204	12754	122957
Admin	10%	103941	3924	2339	106280	110204	10628	120832
	6%	103941	3924	2339	106280	110204	6377	116580
	4%	103941		2339	106280	106280	4251	110531
	2%	103941		2339	106280	106280	2126	108405

FOA SALARY CHART 2012
 (based on 2.5% for 2009 3% for 2010 2.5% for 2011 and 2.25% for 2012)

Rank	Long.	2011 Base	Senior Status	2.25%	2012 Base	Incl. Senior	2012 Long	2012 Gross
BATT. CHIEF	12%	131026	3924	2948	133974	137898	16077	153975
Admin/Cert	10%	131026	3924	2948	133974	137898	13397	151295
	6%	131026	3924	2948	133974	137898	8038	145937
	4%	131026		2948	133974	133974	5359	139333
	2%	131026		2948	133974	133974	2679	136654
CAPTAIN	12%	122885	3924	2765	125650	129574	15078	144652
Admin/Cert	10%	122885	3924	2765	125650	129574	12565	142139
	6%	122885	3924	2765	125650	129574	7539	137113
	4%	122885		2765	125650	125650	5026	130676
	2%	122885		2765	125650	125650	2513	128163
LT. 3RD YR.	12%	114700	3924	2581	117281	121205	14074	135278
Admin/Cert	10%	114700	3924	2581	117281	121205	11728	132933
	6%	114700	3924	2581	117281	121205	7037	128242
	4%	114700		2581	117281	117281	4691	121972
	2%	114700		2581	117281	117281	2346	119626
LT. 2ND YR.	12%	109279	3924	2459	111738	115662	13409	129070
Admin/Cert	10%	109279	3924	2459	111738	115662	11174	126836
	6%	109279	3924	2459	111738	115662	6704	122366
	4%	109279		2459	111738	111738	4470	116207
	2%	109279		2459	111738	111738	2235	113973
LT. 1ST Yr.	12%	104876	3924	2360	107236	111160	12868	124028
Admin/Cert	10%	104876	3924	2360	107236	111160	10724	121883
	6%	104876	3924	2360	107236	111160	6434	117594
	4%	104876		2360	107236	107236	4289	111525
	2%	104876		2360	107236	107236	2145	109380

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective authorized representatives on this day 21st October of 2010

ATTEST:

TOWNSHIP OF UNION IN THE
COUNTY OF UNION

Ulu Binh

Greg L. Ferrigno

ATTEST:

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

Karen Caulfield

J. M.