

# Resolution # 4 of 2014

## AGREEMENT

### (RESOLVING FIREFIGHTERS' GRIEVANCE)

WHEREAS, at all times relevant hereto, the wages, hours and other conditions of employment of the Firefighters employed by Forty Fort Borough were governed by a certain "Collective Bargaining Agreement", dated the 10th day of July, 2006 (as amended on the 18th day of February, 2008 and the 4th day of May, 2009), entered into by and between Forty Fort Borough and the Forty Fort Firefighters, acting by and through their exclusive bargaining agent, Local #840 International Association of Firefighters; and

WHEREAS, the said Collective Bargaining Agreement provided that its terms and provisions had effect for the period commencing on January 1, 2007 and terminating on December 31, 2012; and

WHEREAS, contained within the said Collective Bargaining Agreement were specific terms, provisions and procedures governing the submission, review, and determination of grievances such as may be filed on behalf of either party; and

WHEREAS, Robert Pugh is and has been a Forty Fort Firefighter, represented by the said Local #840 International Association of Firefighters and therefore entitled to the rights and benefits as set forth in the said Collective Bargaining Agreement, including those rights and benefits pertaining to the submission, review and determination of grievances; and

WHEREAS, by virtue of cause, believed and asserted to be just and proper by Forty Fort Borough, the said Borough did initiate disciplinary proceedings against the said Robert Pugh, the same resulting in the issuance of an "Employee Disciplinary Form", dated January 20, 2012, imposing a three (3) day suspension without pay; said suspension to be served on January 29th, 30th and 31st of 2012; and

WHEREAS, the said Robert Pugh has fully served the aforesaid three (3) day suspension without pay; and

WHEREAS, Local #840 International Association of Firefighters did thereafter submit a grievance to Forty Fort Borough challenging the imposition of the aforesaid suspension; said grievance presently remaining open and unresolved; and

WHEREAS, there have arisen numerous complicated issues and factual occurrences affecting the aforesaid grievance proceeding such that each party to this Agreement deems it to be in its best interests to resolve the same without resort to further proceedings and without either party to the said grievance admitting any error on its part and/or any validity and/or merit to the positions and/or contentions of the other party; and

WHEREAS, it is the desire of both Forty Fort Borough and Local #840 International Association of Firefighters to resolve the said grievance by means of this Agreement;

NOW, THEREFORE, and for the reasons hereinabove set forth, the parties hereto, by means of this Agreement, do agree to resolve the said grievance (most recently dated January 26, 2012 and any and all prior dates as set forth in submissions in earlier step proceedings affecting the imposition of the same disciplinary action and suspension) as follows:

1. Forty Fort Borough shall make payment to Robert Pugh of the wages which he would have been entitled to receive had he worked the three (3) days hereinabove mentioned, less such applicable mandatory deductions as were required to be taken at the time the wages would, absent the disciplinary action and suspension, have been paid to him.
2. Forty Fort Borough shall remove from its personnel file for the said Robert Pugh all evidence of the imposition of the aforesaid disciplinary action and suspension and the same shall not be hereafter considered in the course of any disciplinary action(s) that may arise or be taken against the said Robert Pugh in the future.
3. Local #840 International Association of Firefighters shall withdraw its grievance dated January 26, 2012 and any and all prior dates as set forth in submission in earlier step proceedings affecting the imposition of the same disciplinary action and suspension and shall file no new or amended or supplemented grievance(s) relating to the same.
4. Performance by each parties of its obligations under this Agreement shall operate as a full, complete, total and final release of the performing party by the other party of and from any and all claims, demands, causes of action at law or in equity, or other causes and/or actions, whether under the said Collective Bargain Agreement or under federal and/or state law or regulation. Further, Local #840 International Association of Firefighters represents to Forty Fort Borough that it has the full power and right to give, and does give, such release not only on its own behalf but also on behalf of its member, Robert Pugh.
5. It is understood and agreed that nothing in this Agreement shall be taken or deemed to be a "past practice", or precedential or binding in any manner or form upon either of the parties hereto with regard to any future disciplinary action(s) and/or grievance(s) matters; it being intended only to apply to the specific disciplinary action and grievance hereinabove set forth.

6. By their entry into this Agreement, the parties hereto evidence their intent to be legally bound hereby and to so bind their respective successors and assigns.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and the seal of Forty Fort Borough, the date and year set forth below.

**FORTY FORT BOROUGH**


by:

  
**JEFFREY MCLAUGHLIN,**  
President of Borough Council

Attest:

  
**BONNIE ARNONE,**  
Borough Secretary

**FORTY FORT FIREFIGHTERS  
AND  
LOCAL # 840 INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS**

  
**GEORGE J. TOMASAK,**  
President, Local #840  
International Association  
of Firefighters