

AGREEMENT

BETWEEN

TOWNSHIP OF LAWRENCE

MERCER COUNTY, NEW JERSEY

AND

**LOCAL 96 OF THE FIREFIGHTERS MUTUAL
BENEVOLENT ASSOCIATION**

JANUARY 1, 2006 - DECEMBER 31, 2009

Resolution No. 429-08

BE IT RESOLVED by the Township Council of the Township of Lawrence, County of Mercer, State of New Jersey, that the Municipal Manager be and is hereby authorized to execute a negotiated union contract with Firefighters Mutual Benevolent Association (FMBA) Local #96, for the period of January 1, 2006 through December 31, 2009.

Adopted: December 2, 2008

RECORD OF VOTE

COUNCIL	AYE	NAY	PRESENT	ABSENT	ABSTAIN	MOVED	SECOND
Mr. Bostock	✓					✓	
Mr. Miller	✓						
Mrs. Mount	✓						
Mr. Powers	✓						✓
Mayor Holmes	✓						

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PREAMBLE

This Agreement made and entered into this day of _____, by and between the TOWNSHIP OF LAWRENCE, in the County of Mercer, a Municipal Corporation in the State of New Jersey (hereinafter referred to as the "Township"), and FMBA Local 96, (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargainable issues between the Township and the Union and is designed to maintain and promote a harmonious relationship between the Township and its employees who are covered by this agreement, in order that more efficient and progressive public service may be rendered. This Agreement will expire on the 31st day of December 2009.

ARTICLE I
RECOGNITION AND SCOPE OF AGREEMENT

Section 1.1

The TOWNSHIP hereby recognizes the UNION as the sole and exclusive representative of all employees in the bargaining unit as defined in Article I Section 1.2, herein for the purpose of collective bargaining, settlement of grievances and all activities and processes relative thereto.

Section 1.2

The bargaining unit shall consist of all employees whose titles are Fire Fighter and Mechanic UFD of the Department of Public Safety, of the Township of Lawrence, New Jersey now employed or hereafter employed, excluding the Safety Officer, Fire Marshall, any confidential employees and all employees not engaged in fire suppression within the Township of Lawrence.

Section 1.3

This Agreement shall govern all wages, hours and all other conditions of employment as hereafter set forth. No member of the FMBA Local 96 shall receive salary and benefits less than those provided to the general membership and listed in the contract.

Section 1.4

This Agreement shall be binding upon the parties hereto and their successors, as permitted by law.

ARTICLE II
COLLECTIVE BARGAINING PROCEDURE

Section 2.1

Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Municipal Manager of the TOWNSHIP or his designee or designees, and the Committee of the UNION or its designees, shall be the respective bargaining agents for the parties. No representatives of the TOWNSHIP shall meet with any member of the UNION other than the authorized representatives of FMBA Local 96 for the purpose of discussing wages, hours, or conditions of employment or any other matters which are subjects of collective bargaining.

Section 2.2

Collective bargaining meetings shall be held at times mutually convenient at the request of either party.

Section 2.3

Employees of the TOWNSHIP, not greater than two (2), who may be designated by the UNION to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement, will be excused from their work assignments.

ARTICLE III

CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

Section 3.1

The TOWNSHIP agrees to grant the necessary time off without loss of pay to a representative of the UNION selected as a delegate to attend any state convention of the FMBA. The TOWNSHIP further agrees to grant the necessary time off without loss of pay to the member of the UNION selected as the FMBA representative in order to enable said delegate to attend all monthly and special meetings of the FMBA and to attend to such other business as may be required subject to available manpower and advance approval of the Municipal Manager, provided however, said time off does not exceed twelve (12) days per calendar year.

Section 3.2

The UNION President or other UNION officials shall have reasonable time during work hours to type letters, make telephone calls and conduct union business without loss of pay. UNION officials shall also be permitted to utilize a desk, telephone and computer to conduct union business. No personal business is to be conducted while utilizing the aforementioned facilities. If a grievance, or potential grievance is the subject of such business, employees who are the subject of a grievance shall likewise have reasonable time without loss of pay during working hours to confer with the President or his authorized representative, upon approval the employee's supervisor.

Section 3.3

The UNION shall have the sole use of a designated UNION bulletin board or portion of a bulletin board in each station for the sole purpose of posting notices relating only to matters of official business of all fire organizations and other employee related matters. Only material authorized by the signature of a UNION Representative or the President shall be permitted to be posted on said bulletin board. The TOWNSHIP may require the UNION to remove from the bulletin board any material which does not conform with the intent of the above provisions of this Article. Said material will be kept on file with the UNION.

ARTICLE IV

DISCRIMINATION AND COERCION

Section 4.1

There shall be no discrimination, interference, or coercion by the TOWNSHIP or any of its agents against the employees represented by the UNION because of membership or activity in the UNION.

Section 4.2

Neither the TOWNSHIP nor the UNION shall discriminate against any employee because of race, color, creed, sex or national origin. The UNION shall not intimidate or coerce employees into membership.

ARTICLE V
MATERNITY LEAVE

Section 5.1

Maternity Leave may be granted up to one (1) year by the Municipal Manager or his designee provided the request is made in writing one month prior to the effective date of leave. The leave, if granted, shall be without pay. Requests for leave under this section shall not be reasonably denied.

ARTICLE VI
SEVERANCE PAY

Section 6.1

Upon retirement of any employee, in accordance with applicable State statutes and TOWNSHIP regulations, said employees shall be entitled to a lump sum cash payment in an amount equal to fifty (50%) percent of the employee's accumulated sick leave, provided however that said payment shall in no event exceed the sum of fifteen-thousand dollars (\$15,000).

ARTICLE VII
HOURS OF EMPLOYMENT

Section 7-1

The normal work week will be forty (40) hours, Monday through Friday, inclusive of a one hour meal period per day, with the normal work day consisting of eight consecutive hours.

Section 7-2

Whenever an employee may be recalled to duty, the employee shall be entitled to compensation at overtime rate for all hours worked, with a minimum compensation of two (2) hours at the overtime rate except in such cases as the hours worked are continuous with the employee's regularly scheduled work day, in which case compensation shall be for the hours worked only.

Section 7-3

For purposes of calculating overtime, the employee's hourly rate will be based on a thirty-five (35) hour workweek.

ARTICLE VIII
COMPENSATION FOR OVERTIME

Section 8.1

Whenever a member of the Department of Public Safety in any work week shall be required, directed or authorized to work for any period in excess of the normal hours of employment as defined in Article VII, Section 7.1 herein, the employee shall be paid at a rate of time and one-half (1 ½) of their regular pay rate. For each overtime hour worked by an employee, the employee shall have the choice of compensatory time off or money. Compensatory time will equal the overtime rate of one and one half (1 ½) times the hours worked.

Section 8.2

Overtime wages shall be paid at the next immediate two (2) week pay period after such overtime is recorded, as provided in Section 8.1 and 7.3.

ARTICLE IX
SALARY GUIDE AND STEPS

Section 9

A. Salary increases shall be as follows:

1. Effective and retroactive to January 01, 2006, each employee shall receive a 3% increase to their base salary.
2. Effective and retroactive to January 01, 2007, each employee shall receive a 3% increase to their base salary.
3. Effective and retroactive to January 01, 2008, each employee shall receive a 3.25% increase to their base salary.
4. Effective January 01, 2009, each employee shall receive a 3.25% increase to their base salary.

Section 9.2

B. 1. The employee salary guides for 2006, 2007, 2008 and 2009 are as follows:

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Step 1	\$39,214	\$40,391	\$41,703	\$43,059
Step 2	42,142	43,407	44,817	46,274
Step 3	45,076	46,428	47,937	49,495
Step 4	47,998	49,438	51,045	52,704
Step 5	50,924	52,452	54,157	55,917
Step 6	53,838	55,453	57,255	59,116

C. All employees will move one step on the guide each year effective the employee's anniversary date.

ARTICLE X

DUES DEDUCTIONS

Section 10.1

The TOWNSHIP shall, upon receipt of written authorization from a member of the UNION, deduct the regular monthly dues of such member from the employee's pay and remit such deduction by the succeeding month to the official designated by the UNION to receive such deduction. The UNION will notify the TOWNSHIP in writing of the exact amount of such regular membership dues to be deducted by member. This authorization shall indemnify, defend and save the TOWNSHIP harmless against any and all claims, demands, suits or other forms of liability that shall rise out of reliance upon dues deduction authorization forms submitted.

Section 10.2

Pursuant to the new Agency Shop Bill, any employee in the UNION on the effective date of this Agreement who does not join the UNION within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment with the Unit and/or any employee previously employed with the unit who does not join within ten (10) days of re-entry into employment within the Union shall, as a condition of employment, pay a Representation Fee to the UNION by automatic payroll deduction. The Representation Fee shall be in the amount equal to eighty-five (85%) percent of the regular UNION membership dues, fees and assessments as certified to the Employer by the UNION. The UNION may revise its certification of the amount of the Representation fee at any time to reflect changes in the regular UNION membership dues, fees and assessments. The UNION'S entitlement to the Representation Fee shall continue beyond the termination date of the Agreement so long as the UNION remains the majority representative of the employees in the Union, provided that no modification is made in this provision by a successor agreement between the UNION and the TOWNSHIP.

ARTICLE XI

HOLIDAY AND SNOW DAYS

Section 11.1

The TOWNSHIP hereby agrees to grant fourteen (14) holidays per annum to each employee.

The following days will be recognized paid holidays as per this agreement:

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

Section 11.2

When a recognized holiday falls on a Saturday, it shall be observed on the preceding Friday. When a recognized holiday falls on a Sunday, it shall be observed on the following Monday. Whenever a holiday falls during a time that an employee is on a paid sick leave or family leave, that day shall not be considered as sick leave or family leave. If a holiday should fall within an employee's vacation period, he shall not be charged for a vacation day. Employees who are on a leave of absence without pay will not be eligible for holiday pay.

Section 11.3

Employees of the Department of Public Safety shall receive time off in a manner commensurate with other Township employees for snow days.

ARTICLE XII

BEREAVEMENT LEAVE

Section 12.1

In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the date of death or the day of the funeral, but in no event shall said leave exceed four (4) consecutive working days per incident, except in a case where the funeral is more than four (4) consecutive working days after the day of death, in which case the day of the funeral shall be granted with pay, or in the case of spouse or child, in which case said leave shall not exceed ten (10) consecutive working days per incident.

Section 12.2

The term "immediate family" includes wife, husband, daughter, son, father, mother, brother, sister, grandchildren, mother-in-law, father-in-law or a relative who is regularly living in the employee's household.

Section 12.3

In the event of the death of an employee's grandmother, grandfather, aunt, uncle or cousin, the day of the funeral will be granted as time off without loss of compensation unless the relative permanently resided in the employee's household.

Section 12.4

Notwithstanding the content of the foregoing subparagraph, the Municipal Manager in his sole discretion may grant special consideration in those situations which are not covered by the above circumstances.

Section 12.5

The TOWNSHIP may require verification of death.

ARTICLE XIII

PENSIONS

Section 13.1

The TOWNSHIP shall provide and maintain pension and retirement benefits in accordance with the provisions and statutes of the New Jersey Police and Fire Pension System to all qualified.

ARTICLE XIV
VACATION LEAVE

Section 14.1

The following vacation schedule shall apply:

<u>Employment Period</u>	<u>VACATION</u>
From date of appointment to December 31 st of the year of appointment	1 Day per month
For each succeeding year up to and including the fifth year of employment	12 Work days per calendar year
From the sixth through and including the tenth year of employment	15 Work days per calendar year
From the eleventh through and including the fifteenth year of employment	20 Work days per calendar year
Employees hired before 1/1/08 from the sixteenth year and each year thereafter	25 Work days per calendar year
Employees hired after 1/1/08 beginning from the sixteenth year and each year thereafter	23 Work days per calendar year

Section 14.2

If an employee is called back to work while on vacation, the Employee shall be paid at the rate of twice the Employee's regular rate of pay for all hours worked and shall not lose vacation time.

Section 14.3

Unused vacation may be accumulated one year beyond the calendar year in which it is earned, subject to the approval of the Municipal Manager. This approval will not be unreasonably denied.

Section 14.4

An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance of the current year pro-rated upon the number of months worked in the calendar year.

Section 14.5

Whenever an employee dies, there shall be calculated and paid to the employee's estate a sum of money equal to the compensation calculated at the Employee's salary rate at the time of death. The

above shall be paid to the employee's survivor(s) within thirty (30) days but no later than sixty (60) days from the date of death of said employee.

Section 14.6

Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay.

Section 14.7

Any employee that is charged for vacation leave hours in excess of the hours that the employee is entitled shall have the excess hours automatically charged first to available compensatory time, then to personal leave hours per Article XXV of this Agreement.

ARTICLE XV

SICK LEAVE

Section 15.1

All full time permanent, full time temporary or full time provisional employees shall be entitled to sick leave with pay based upon their aggregate years of service.

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods for attendance to a member of the immediate family who is ill.

Section 15.2

The minimum sick leave with pay shall accrue to any full time employee on the basis of one working day per month during the remainder of the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. Any amount of sick leave allowance not used in a calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

Section 15.3

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the Employee's starting time or in conformance with department regulations.

Section 15.4

The appointing authority may require proof of illness, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In case of leave of absence due to exposure to contagious disease, a certificate from the Health Department shall be required.

Section 15.5

Any employee not using any sick days or hours in a calendar year will be paid \$100.

Section 15.6

Any employee that is charged for sick leave hours in excess of the hours that the employee is entitled shall have the excess hours automatically charged to available compensatory time, then to personal leave hours available per Article XXV of this Agreement.

ARTICLE XVI
UNIFORM ALLOWANCE

Section 16.1

The TOWNSHIP agrees to provide all firefighters with an initial allotment of \$1,000 which shall be utilized to purchase station uniforms.

Section 16.2

The TOWNSHIP will provide all firefighters with an annual station uniform maintenance allowance to be paid December 1st of each year in the amounts as follows:

<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
\$600	\$600	\$650	\$700

Section 16.3

The first annual uniform maintenance allowance for all new employees will be pro-rated beginning with the first full calendar month of employment up to and including December of the same year of hire. Said allowance shall not exceed the amount specified above.

Section 16.4

In the event of a change in uniforms, the TOWNSHIP shall purchase any new items at no cost to the employee.

Section 16.5

The TOWNSHIP agrees to replace at no cost to the employee all issued uniform items and structural firefighting protective gear that is damaged.

ARTICLE XVII

LONGEVITY

Section 17.1

Each full time employee shall be entitled to longevity pay based solely on the length of full time employment with the TOWNSHIP. The payments shall be made with the payment of an employee's regular salary and shall be in accordance with the following schedule:

<u>STEP</u>	<u>LENGTH OF SERVICE</u>	<u>AMOUNT PER ANNUM</u>
		2006-2009
A	Beginning in year 8 through year 11	\$800
B	12 through 15	1,100
C	16 through 19	1,400
D	20 through 23	1,700
E	24 through 27	2,000
F	28 and beyond	2,300

Section 17.2

Longevity pay, as heretofore set forth, shall become effective January 1st or July 1st, the date nearest to the anniversary date of employment.

Section 17.3

The TOWNSHIP shall establish a deferred compensation plan for members of this bargaining unit.

Section 17.4

Past and present permanent part time service to the TOWNSHIP will be recognized for purposes of computing employee's longevity anniversary. Such time shall be pro-rated so that each year's service will be credited for one-half year longevity.

ARTICLE XVIII
HEALTH AND RETIREMENT BENEFITS

Section 18.1

The TOWNSHIP agrees to provide fully paid health insurance for all employees and their families. Employees will have the opportunity to choose a plan within the State Health Benefits Program. The TOWNSHIP agrees to provide substantially similar or better health benefits coverage if the carrier is changed.

Section 18.2

Married employees where both parties are employees or retirees of the TOWNSHIP of Lawrence shall be covered for health benefits under one policy. No duplicate coverage.

Section 18.3

The TOWNSHIP agrees to provide a drug prescription plan, at least the equal to the present program for employees and their families, and reserves the right to choose the insurance carrier for these programs. There will be a \$1 co-pay for generic drug prescriptions and a \$5 co-pay for non-generic drug prescriptions effective until the date of this agreement.

Section 18.4

An employee who elects not to enroll in any health benefit plan and/or prescription drug plan and provides documentation of comparable coverage from another source (e.g., a spouse's employer) shall be entitled to receive a cash payment equivalent to one-half the cost of single health benefits and/or prescription drug coverage. Such payment will be made semi-annually within thirty (30) days of the mid-point and the end of the enrollment period. Employees will be eligible to re-enroll during the year under special circumstances as outlined in the State Health Benefits Plan.

Section 18.5

The TOWNSHIP will pay 50% of an approved dental plan for employees and their families. The Township reserves the right to choose the insurance carrier for these programs. Employees shall have an option to participate in the program.

Section 18.6

The TOWNSHIP will pay \$250 per employee for the purpose of a physical/eye exam, eyeglasses or contact lenses per year, as long as dual coverage is not in effect.

Section 18.7

Employees will have the option of having the physical exam performed by a physician designated by the Township. Should the employee choose this option, the Township will pay for the cost of said exam. However, in either case, the employee must agree to allow the physician to release to the TOWNSHIP a statement, the contents of which shall be limited to the following:

- The employee is in good health, or
- The employee should seek further advice from his/her personal physician.

Should the employee not agree to release this statement, the Township will not bear the cost of said exam or will not reimburse the employee for the cost depending on the option chosen. These statements shall be confidential and will only be authorized for release to the Municipal Manager.

Section 18.8

The TOWNSHIP will pay for a life insurance policy in the amount of \$5,000 for a natural death and will increase to \$10,000 in the event of an accidental death. The TOWNSHIP reserves the right to choose the insurance carrier to this program.

Section 18.9

The TOWNSHIP agrees to provide retirement benefits in accordance with applicable New Jersey statutes.

Section 18.10

Post-retirement health benefits will be provided through the N.J.S.H.B.P. Retirees qualify under the following conditions:

- A. Disability retirement.
- B. Service retirement with at least 25 years of service in a state approved pension system and at least 10 years with Lawrence Township.
- C. Service retirement at age 62 or older with at least 15 years of service with Lawrence Township.

Section 18.11

The limit of post-retirement coverage is as follows:

- A. Retirement under age 55, Township pays for coverage for ten years from date of retirement for retiree and dependents.
- B. Retirement between ages 55 and 60, Township pays for coverage until age 65 for retiree and dependents.
- C. Retirement between the ages of 60 and 65, Township pays for coverage until age 65 for retiree and dependents and pays for coverage for only the retiree for a period of 5 years from the date of retirement. (Example: employee retires on 63rd birthday, Township pays coverage cost for retiree and dependent to age 65 and pays coverage cost for retiree only until 68th birthday.)
- D. Retirement at age 65 or older, Township pays for coverage for 5 years from date of retirement for retiree only.

ARTICLE XIX

EDUCATION

Section 19.1

The TOWNSHIP agrees that in the event an employee is required to attend educational courses as a job requirement, the TOWNSHIP will reimburse said employee for amount required.

Section 19.2

The TOWNSHIP agrees to reimburse any employee the fee for any license (except driver's license) which is a requirement of the employment position.

Section 19.3

The TOWNSHIP agrees that in the event an employee is required to attend educational or training courses for job related certification the TOWNSHIP shall assume the costs of said courses. Requests for training shall be made in writing not less than two weeks in advance.

Section 19.4

The TOWNSHIP agrees to provide compensatory time on an hour for hour basis for attendance of any courses that cannot be taken during normal working hours. Said compensation time shall be the course time plus reasonable travel time to and from.

Section 19.5

All training is to be pre-approved by the TOWNSHIP.

ARTICLE XX

TRAINING

Section 20.1

Employees may receive schooling and training which enhance their employment service and job responsibilities at no cost to the employee and according to the sole discretion of the employer.

Section 20.2

Training and education related to the performance of duties shall be provided, at the sole discretion of the employer and at no cost to the employee.

ARTICLE XXI
GRIEVANCE PROCEDURES

Section 21.1 **A. Purpose**

1. The purpose of the procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the union.
3. Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees their rights to pursue any other statutory or legal remedies in lieu of resorting of the grievance procedure.

Section 21.2 **B. Definition**

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies, procedures, contractual agreements, and administrative decisions affecting the terms and conditions of employment, and shall be raised by the Association on behalf of an individual or group of individuals.

Section 21.3 **C. Steps of the Grievance Procedure**

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:

A. Step One

1. An aggrieved employee or employees shall institute action under the provisions hereof within fifteen (15) calendar days of the occurrence of the event giving rise to the grievance. Action is instituted by filing a grievance with the Association Grievance Committee. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.
2. Within fifteen (15) calendar days after the grievance has been filed and before an effort is made to settle the matter, the Association Grievance Committee shall screen and study the grievance to determine whether same has or lacks merit. Such processing of grievance shall take place without

discrimination and irrespective of membership or affiliation with the Association. Upon finding of merit or non-merit, the Association Grievance Committee shall present written confirmation of such determination to the Employer designee with the request that the Employer Designee investigate and resolve same, if required. If the resolution of the grievance has not been reached within five (5) working days of the submission to the Employer designee, the grievance may proceed to Step Two.

B. Step Two

1. In the event a satisfactory settlement has not been reached at Step One, the Association may within ten (10) calendar days of the employer designee's decision, file the written grievance with the Municipal Manager. This presentation shall include copies of all previous correspondence relating to the matter in dispute.

2. The Municipal Manager shall review the decision of the Designee and, within ten (10) calendar days from receipt of the grievance, make a written determination.

C. Step Three

1. In the event the grievance has not been resolved in Step Two, the Association may, within thirty (30) calendar days of the Municipal Manager decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of Public Employment Relations Commission (P.E.R.C.).

2. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Municipal Manager. In the event that the aggrieved elects to pursue other remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Association shall pay whatever costs it may incur in processing the case to arbitration.

Section 21.4

D. Arbitration

A. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to them involved in the grievance. In formulating their decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable. The arbitrator shall not have the authority to add to, modify, subtract 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.

B. The costs for the services of the arbitrator shall be borne equally by the Township and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses,

shall be paid by the party incurring the same.

C. The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) calendar days after the conclusion of the arbitrator hearing unless agreed to otherwise by the parties.

Section 21.5

Group grievances, which shall be defined as those affecting “substantially” all of the members of the Association shall be filed by the Association, and the Association only, at Step Two.

Section 21.6

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to be conclusive. If any grievance procedure is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed hereunder, then the disposition of the grievance at the last Step shall be deemed conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or shorten the time limits for processing the grievance at any Step in the grievance procedure.

ARTICLE XXII

STRIKES AND OTHER JOB ACTION

Section 22.1

The employees recognize and acknowledge the existing state of the law in the state of New Jersey relating to the rights of public employees to strike or to take any other concerted action designed to illegally obstruct or disable the proper functions of the TOWNSHIP OF LAWRENCE, and employees agree to be bound by all such laws, as they now exist, or as they may be modified or amended, from time to time.

ARTICLE XXIII
MANAGEMENT RIGHTS

Section 23.1

The Employer retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey. Except as specifically abridged, limited or modified by the terms of this Agreement between the Employer and the Union, all such rights, powers, authority, prerogatives of management and responsibilities to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the Employer.

ARTICLE XXIV
SEPARABILITY AND SAVINGS

Section 24.1

If any provision of this agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, and that all other provisions or applications of this Agreement shall continue in full force and effect for the duration of this Agreement. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing provisions of State and local law.

ARTICLE XXV
PERSONAL LEAVE

Section 25.1

In regard to personal leave, the following regulations apply: All full time employees covered by this Agreement shall be eligible for three (3) days personal leave with pay.

Section 25.2

Personal leave time is to be used for personal matters concerning the employees as delineated below. Personal days are for the purposes of conducting personal affairs of a non-recreational nature or professional affairs which cannot be carried out after scheduled work hours.

Section 25.3

Personal leave shall not be accumulative from year to year. All employees shall be compensated for unused personal days at straight time pay, calculated on the calendar year December 31st.

Section 25.4

Any employee who dies, retires or is laid off shall be entitled to payment for all unused personal days on a pro-rated basis dependent upon the employee's regular salary at the time of death, retirement or layoff and the number of the employee's employment during the calendar year in question.

Section 25.5

Any employee who has either utilized or had excess sick or excess vacation hours charged beyond their available personal leave hours shall have their pay docked for the amount of excess hours used or charged.

ARTICLE XXVI
PROPERTY DAMAGE

Section 26.1

- A. Any damage to an employee's uniform, clothing or other personal possessions, incurred in the line of duty shall be compensated by the TOWNSHIP.
- B. Uniform clothing and personal items damaged while in the performance of duty shall be replaced on an item for item basis at current replacement costs.

ARTICLE XXVII
TRAVEL EXPENSES

Section 27.1

Employees shall be reimbursed at the prevailing rate per mile when using their personal automobile when so ordered and required by the employer, and shall be reimbursed for all non-vehicular expenses in connection with their official duties. Any such expenses must be appropriately documented as a condition of reimbursement.

ARTICLE XXVIII
SAFETY COMMITTEE

Section 28.

A standing safety committee shall be formed with representatives from FMBA and the TOWNSHIP administration to confer as needed to discuss modifications of rules and regulations, maintaining safety and equipment and working conditions. Members of the UNION may make recommendations with regard to the aforementioned areas prior to formal adoption. Any changes effectuated by said committee shall be made known to the UNION as soon as practical.

ARTICLE XXVIII
SURVIVOR'S BENEFIT CLAUSE

Section 29.1

In the event of the death of an emergency services employee, whether on or off-duty, his survivors will be paid for the employee's vacation days, personal days, compensatory time, salary and severance pay, etc. on a pro-rated basis. All the above shall be paid to the employee's survivor(s) within (30) thirty days, but in no event later than sixty (60) days from the date of death of said employee.

ARTICLE XXX
LEAVES OF ABSENCE

Section 30.1

Military Leave

Any full-time employee covered by this Agreement, who is a member of the National Guard or reserve components in the military or naval service of the United States, and is required to perform active duty for training periods shall be granted a leave of absence without pay for the periods of such training. When an employee, not on probation, has been called to active duty or drafted into the military or naval service of the United States, the employee shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service. However, in order for that employee to be reinstated without loss of privileges or seniority, the employee must, report for duty with the Township within sixty (60) days following his honorable discharge from the military service or return from active duty.

ARTICLE XXXI
SENIORITY AND DEPARTMENT SENIORITY

Section 31.1

Seniority is defined as an employee's continuous length of service with the TOWNSHIP beginning with the employee's date of hire as a full-time regular employee. Department Seniority is defined as an employee's continuous length of service with the TOWNSHIP beginning with the employee's date of appointment as a full-time regular Firefighter or Mechanic UFD.

Section 31.2

Employees who are laid off and are recalled at a later date, subject to the provisions of above, shall retain all seniority accumulated prior to the time that the lay off occurred.

Section 31.3

In all applications of Department seniority, where ability to perform work and physical fitness are equal, Department seniority shall be given preference in promotions, demotions, layoffs, recall and vacation schedules, in accordance with the rules and regulations governing such matters as promulgated by Civil Service and applicable to municipalities.

Section 31.4

When transferring into the Department of Public Safety as a full-time Firefighter or Mechanic UFD, seniority will be used for determining salary, longevity and the accrument of vacation, sick and personal leave time.

Section 31.5

The TOWNSHIP shall maintain an accurate, up to date seniority roster showing each employee's date of hire, date of department transfer, classification, and pay rate and shall furnish copies of same to the UNION upon reasonable request.

ARTICLE XXXII
ACCESS TO PERSONNEL FILES

Section 32.1

An employee covered by this Agreement shall have the right to inspect and obtain copies of documentation from his personal history file maintained at Township Hall at any reasonable time after five (5) working days written notice to the custodian thereof. Whenever, derogatory material is placed in the employee's personal history file, the Township agrees to notify the employee in writing of that action. The contents of the employee's personal history file shall not be made public unless required in disciplinary proceedings or by court order or subpoena process in a judicial proceeding. An employee covered by this Agreement shall be allowed to place in such a file a response to anything contained therein.

ARTICLE XXXIII

JURY DUTY

Section 33.1

All employees will be granted time off with pay for jury duty.

ARTICLE XXXIV

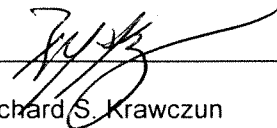
DURATION, TERM AND RENEWAL

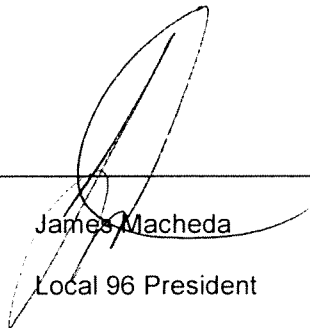
THIS AGREEMENT shall be effective and shall remain in full force and effect through December 31, 2009. It shall automatically be renewed from year to year, unless either party shall notify the other, in writing, before one hundred twenty (120) calendar days prior to the termination date, that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain full force and effect during the period of negotiations.

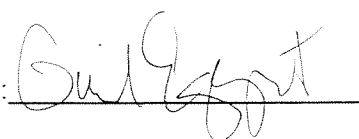
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

TOWNSHIP OF LAWRENCE

FMBA Local 96

By: 
Richard S. Krawczun
Township Manager

By:  12/4/8
James Macheda
Local 96 President

WITNESS: 

WITNESS: 