

## Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2019 thru 12/31/2022.

Employer: Township of Lakewood

County: Ocean

Date: 2/3/2020

Name: Patricia Komsa  
Print Name

Title: Director of Human Resources

  
Signature

**AGREEMENT**

**between**

**TOWNSHIP OF LAKEWOOD, A BODY CORPORATE**

**COUNTY OF OCEAN, STATE OF NEW JERSEY**

**And**

**LAKEWOOD TOWNSHIP LOCAL NO. 380**

**FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION**

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**Effective January 1, 2019 through December 31, 2022**

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**AGREEMENT  
BETWEEN THE  
TOWNSHIP OF LAKEWOOD  
AND  
THE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION  
LOCAL NO. 380**

This Agreement made and entered into in Lakewood Township, New Jersey, as of April \_\_\_\_\_, 2019, between the Township of Lakewood, a municipality in the County of Ocean and the State of New Jersey, hereinafter referred to as the "Township" or "Employer" and Firemen's Mutual Benevolent Association, Local No. 380, (hereinafter referred to as "FMBA"), is designed to maintain and to promote a harmonious relationship between the Township and the members of this Local through negotiations in order that a more efficient and progressive service may be rendered.

**WITNESSETH:**

WHEREAS, the Township and the FMBA recognize and declare that providing quality Emergency Medical Services for the Township is their mutual aim, and

WHEREAS, the Township has an obligation pursuant to Chapter 123, Public Laws of 1974, N.J.S.A. 34:13A-5.4, to negotiate with the FMBA as the representative of employees hereinafter designated with respect to the terms and conditions of employment. This Agreement represents and incorporates the final understanding and settlement between the "Township" and the "FMBA" on all bargainable issues, which were or could have been subject of negotiations

**ARTICLE I**  
**RECOGNITION**

**SECTION 1**

- A. The Township hereby recognizes the FMBA as the exclusive bargaining representative for members of this department of full-time, permanent Emergency Medical Technicians (EMT) and/or Emergency Medical Services (EMS) employees excluding all other employees, full or part-time, for the purpose of collective negotiations with respect to salaries, benefits, working conditions, procedures for adjustments of disputes and grievances and other related matters, as covered in the Agreement.
- B. Where the words "he", "she", "him", "her", "his", "hers" or other terms specific to one gender are used in the Agreement, they shall refer to both sexes equally.

**SECTION 2**  
**UNION DUES**

- A. The Township agrees to deduct the local union dues and initiation fees from the pay of the permanent employees who are covered under this contract in the EMS department, and who authorize in writing to do so. Deductions will be made bi-weekly. All amounts deducted shall be remitted to the local union once a month not later than the tenth (10<sup>th</sup>) day of each month following the deduction. The local union will advise the Township in writing the amount of the initiation dues and monthly dues. The Township agrees to furnish the local union upon request, monthly, a list of all employees whose dues and initiation fees that have been deducted.
- B. The Township and the FMBA both acknowledge the "Workplace Democracy Enhancement Act" (P.L. 1941,c.100 and P.L. 1967,c.310) specific to the representation for a full-time member of the Department of Emergency Medical Services and all rights afforded to each member under representation.

## **SECTION 3**

### **PERSONNEL FILE**

The members of the FMBA will have the right to review their personnel file, at a time that is convenient to both the Township and said members. It is agreed that any written document pertaining to disciplinary charges (written or verbal) must be given to the member so that he/she has the opportunity to initial the document prior to it being placed in his/her file. All Personnel Records, which include, but are not limited to, an employee's Personnel File, Medical Records File and Infectious Control Files, must be stored separately in a secured locked cabinet. Personnel Files may only be accessed by the employee as to his files, Department head of Lakewood Township EMS, New Jersey Department of Health, the Township Manager, Human Resource director and the Township Attorney. Medical Records File may only be accessed by the employee as to his files, Department Head of Lakewood Township Department of EMS, the New Jersey Department of Health, the designated Infectious Control Officer of the Lakewood Township Department of EMS and the Township Attorney. If any of the above authorized individuals access any personnel records referenced above, all parties accessing the file must sign a consent form, which acknowledges that they have accessed the file, and the employee must be notified immediately in writing.

Access and control of Medical Records are governed by the Federal Confidentiality Act.

**ARTICLE II**  
**VACATION AND HOLIDAYS**

**SECTION 1**

**VACATION**

A. Each member of the FMBA shall be entitled to annual vacation time:

1 to 10 years	96 hours
10 years to one day to 15 years	144 hours
15 years to one day and up	192 hours

B. Vacation Picks will be made directly after schedule picks for the following year. Each full-time employee will be given the opportunity to pick 2 weeks at a time within the calendar year, in Seniority order. Vacation request will be limited to 2 Full time employees within a one-week period, Saturday-Friday. There will be 2 rounds of selection for each employee for the year. Vacation selection per employee will be 48 hours. The selection of Individual Vacation days will follow the previous request; these requests will be done electronically. Any individual Vacation request after the picks shall be submitted 14 days prior to requested time off. No more than 2 consecutive weeks of time to be approved.

**SECTION 2**

**ACCUMULATION OF VACATION**

A. Accumulation of vacation leave beyond that earned in a two-year period shall be permitted only with the consent of the appointing authority. Township employees, whether part time or full-time hired on or after May 1, 1991, shall not be permitted to carry over vacation leave beyond that which has been earned in a one-year period. Notwithstanding anything contained herein to the contrary, carryover rights as they pertain to accumulated vacation leave for all Township employees hired prior to May 1, 1991 are not affected by the foregoing limitations.

B. All accumulated vacation time will be paid at the rate accumulated from the time of employment through March 25, 2010. Thereafter, any vacation time shall accumulate at the Employee's rate of pay.

### **SECTION 3 HOLIDAYS**

A. The following shall be recognized as Holidays paid at the employee's daily base rate under this Agreement: New Year's Day; Good Friday; Memorial Day; General Election Day; Veteran's Day; Columbus Day; Washington's Birthday; Lincoln's Birthday; Independence Day (4th of July); Labor Day; Thanksgiving Day; Day After Thanksgiving; Christmas Day; and Dr. Martin Luther King, Jr.'s Birthday. Holiday time for each full-time employee after first year is 112 hours per year. All holiday time is accrued throughout the year, hours which have been taken but not yet earned on a pro-rata equal basis for the year, shall be reimbursed to the township upon separation from service for that calendar year. Holidays may be used throughout the year, with prior request of at least 7 days. Any new employee hired will be given prorated holiday time in the first year.

B. Should the Township Committee, because of a special holiday proclaimed by the President of the United States or the Governor of the State of New Jersey, or the Township Committee, close the Township Administrative Offices, thereby giving time off to the personnel employed there, the Employees covered by this agreement shall receive equal time off, at such time that will not interfere with efficient EMS operations.

C. To be eligible to receive holiday pay an employee shall work the regularly scheduled work day before the holiday and the regularly scheduled work day after the holiday, unless the employee has requested and received advance approval by his/her supervisor or the employee has provided a doctor's note for the absence.

**SECTION 4**  
**ALLOWANCE IN LIEU OF VACATION**

Whenever a member of the FMBA dies having to his/her credit any annual vacation or holiday leave, properly accumulated, there shall be calculated and paid to his/her estate a sum of money equal to the compensation which would have been received by the member during such period of vacation or holiday leave had he/she lived.

If an active member of the FMBA dies, the Township shall pay to the Employee's estate all accrued vacation pay, holiday pay and on half (1/2) the value of unused sick time.

Sick leave may accumulate without limit during each Employee's length of service. At the time of separation from service, the Employee shall be entitled to pay on the basis of one-half (1/2) day per full day of verifiable sick leave accumulated and previously used; however, in no event shall this amount exceed \$15,000 per employee for any employee hired after January 1, 1996.

**SECTION 5**  
**PAYOUT OF VACATION AND HOLIDAY TIME**

Employees may elect to cash out up to forty (40) hours of accrued, unused holiday and vacation time. Payments will be made in the month of December. The Township will provide a method for making requests.

**SECTION 6**  
**PERSONAL DAYS**

Each full-time member will receive 24 hours of personal time in accordance with Township guidelines. Adequate coverage is needed before personal days are granted. Personal time is pro-rated, hourly in the first year of employment.

**SECTION 7**  
**STATE UNION MEETING ATTENDANCE**

A. FMBA Local 380 shall furnish to the township in writing the names of its elected officers, Grievance, and Negotiating Committee members. Any changes thereto shall also be furnished in writing.

B. The Lakewood local 380 agrees to grant the necessary time-off to the authorized delegates to attend the NJ State FMBA Conventions in accordance with the provisions of N.J.S.A. 11:26C-4. The FMBA shall submit the convention dates and the names of said delegate(s) to the department director at least forty-five (45) days prior to the convention. At the request of the department director or his designee, each delegate shall furnish the director with a certificate of attendance, attesting to the dates he attended the state convention.

C. The Executive Delegate and or President of the FMBA shall be granted leave from duty of eight (8) hours, with full pay for the regular monthly meetings of the NJ State FMBA. The FMBA shall submit regular monthly meeting dates and the names of said Delegate and or President to the department director at least 6 months prior to monthly meeting.

**SECTION 8**  
**NEGOTIATION COMMITTEE**

Any employee or employees who are designated by the Union to participate in collective bargaining meetings for the purpose of negotiations of Collective Bargaining Agreement will be excused from his/their work assignment without the loss of regular straight time pay The FMBA will present a list of three members to the Department head for maintaining adequate staffing. Notification to Chief/Supervisor is required 7 working days in advance.

**ARTICLE III**  
**LEAVE OF ABSENCE**

**SECTION 1**

Leaves of absence without pay must be granted to any member who shall submit all facts bearing on the request to the Township Manager. Each case will be considered on its merits and without establishing a precedent

**SECTION 2**

Funeral Leave shall be granted with pay upon the death of a member of his/her immediate family. Such leave shall be from the day of the death up to and including the day of burial, but not to exceed three days. In the event the member has to travel out of state to attend the funeral, he/she may be granted leave up to five days with the approval of the Township Manager. Family shall include: spouse, children, parents, grandparents of the member or spouse, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, or the death of a relative who resides in the member's household.

**SECTION 3**

Military Leave shall be granted in accordance with Civil Service Rules and Regulations or as prescribed by law.

**SECTION 4**

When an employee is injured in the line of duty, said employee shall enjoy those benefits provided in the statutes, N.J.S.A. 34:15-12.

Where an employee covered under this agreement suffers a work-incurred injury or disability, the Employer shall continue such Employee at full pay, during continuance of such employee's inability to work, for a period of up to one year. During this time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer.

The Employee shall be required to present evidence by certificate of a responsible physician that he is unable to work and, the Employer may reasonably require the said Employee to present such certificates from time to time.

In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or

by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the division of Worker's Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

For the purpose of this section, injury or illness incurred while the Employee is attending an Employer sanctioned training program, shall be considered on duty.

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgment, or if there is an appeal therefore, the final decision of the last reviewing court.

An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

Contagious Diseases: In the event any Employee is required to enter an area, home or any location in which an occupational exposure occurs as defined in Subpart Z of 29 CFR, Part 1910 and N.J.A.C. 12:100-4.2, The Employer will provide for any and all medical attention and treatment to said member and his/her family in accordance with the requirement of the Code of federal Regulations and the N.J.A.C. as noted above.

## **SECTION 5**

In the event of a lay-off and rehiring, the last full-time Emergency Medical Technician that was hired will be the first laid off. The last full-time Emergency Medical Technician that was laid off will be the first to be rehired in accordance with his/her seniority as an Emergency Medical Technician with the Township of Lakewood, Department of Emergency Medical Services. No new employees shall be hired until all laid off Emergency Medical Technicians from the Township of Lakewood, Department of Emergency Medical Services have first been recalled within 1 year of the layoff.

**ARTICLE IV**

**SICK LEAVE**

**SECTION 1**

A. Sick Leave with pay shall be credited each permanent full-time employee member on the basis of 10 hours per month of continuous service and shall be cumulative from year to year after the first year. During the first year, 10 hours per month shall be credited.

B. Include NJ Sick Leave law – The Township will comply with the New Jersey Sick Leave Law. In accordance with the law, the Township has implemented a NJ Sick Leave Policy. The policy reads, in part, as follows:

Acceptable Reasons to Use Earned Sick Leave. You can use earned sick leave to take time off from work when:

- You need diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition; or you need preventive medical care.
- You need to care for a family member during diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition; or your family member needs preventive medical care.
- You or a family member have been the victim of domestic violence or sexual violence and need time for treatment, counseling, or to prepare for legal proceedings.
- You need to attend school-related conferences, meetings, or events regarding your child's education; or to attend a school-related meeting regarding your child's health.
- Your employer's business closes due to a public health emergency or you need to care for a child whose school or child care provider closed due to a public health emergency.

Family Members. The law recognizes the following individuals as "family members:"

- Child (biological, adopted, or foster child; stepchild; legal ward; child of a domestic partner or civil union partner)
- Domestic partner or civil union partner
- Grandchild

- Sibling
- Spouse
- Parent
- Grandparent
- Spouse, domestic partner, or civil union partner of an employee's parent or grandparent
- Sibling of an employee's spouse, domestic partner, or civil union partner
- Any other individual related by blood to the employee
- Any individual whose close association with the employee is the equivalent of family

Advance Notice. If your need for earned sick leave is foreseeable (can be planned in advance), the Township requires up to 7 days' advance notice of your intention to use earned sick leave. If your need for earned sick leave is unforeseeable (cannot be planned in advance), the Township requires you to give notice as soon as it is practical.

C. The Township may require a doctor's note if an employee is identified as being chronic and excessively absent at any time in a rolling twelve (12) month previous period. This does not change the Township's ability to discipline for same.

## **SECTION 2**

- A. Sick Leave can be accumulated without limit during each employee's length of service. At the time of separation from service, the employee shall be entitled to pay on the basis of one-half (1/2) day per full day of verifiable sick leave accumulated and previously used; however, in no event shall this amount exceed \$15,000 per employee for any employee hired after January 1, 1996.
- B. All accumulated sick time will be paid at the rate accumulated from the time of employment through March 25, 2010. Thereafter, any sick time shall accumulate at the Employee's rate of pay.

### **SECTION 3**

Maternity Leave may be granted for a period of six months provided that the request for such leave is made in writing to the appointing authority no later than the fourth month of pregnancy. This leave may be extended for an additional six months with the approval of the Township Manager and the appointing authority. Request for maternity leave must be favorably endorsed by the Township Manager and approved by the appointing authority before becoming effective. If granted, such leave shall be without pay. Under no circumstances shall an employee work beyond the eighth month of pregnancy.

### **SECTION 4**

Employees will be allowed to loan any other Employee in the department their accumulated Sick Leave or Vacation Time to any other employee who has exhausted his/her accumulated time off due to a lengthy illness or injury, so that the recipient may remain on the payroll of the Township until such time as all is exhausted.

A. Employees who wish to loan their accumulated Sick Leave or Vacation Time shall be reimbursed by the recipient. As recipient is credited with new Sick Leave and Vacation Time at the beginning of each year, he/she must use fifty percent (50%) of this time toward reimbursement of loaner(s) until the loan is repaid in full.

B. Recipient may use either Sick Leave or Vacation Time to reimburse loaner(s); however, the loaner(s) shall receive reimbursement in that type of time, which was originally loaned. If a recipient dies or resigns prior to reimbursement, the loaning Employee(s) must forfeit the loaned time.

C. In no event shall any Employee be allowed to loan more than forty (40) hours of his/her accumulated time or fifty (50%) of his accumulated leave balance, which is less.

## **SECTION 5**

All FMBA member will be allowed to utilize sick time to participate in the Captain Buscio Health Program. Appropriate documentation must be submitted by the employee as proof of completion. A minimum of thirty days (30) notice must be given to the Employer regarding the date of the exam.

### **Article V**

#### **Longevity**

Removed from Contract

## **ARTICLE VI**

### **CLOTHING ALLOWANCE**

#### **SECTION 1**

Clothing allowance shall be the sum of \$1,000.00 per year for 2019, 2020, 2021, and 2022. The Township agrees to process all clothing allowance requests that are submitted by December 1st of the contract year. The Township agrees to make all clothing allowance funds available for use by the Employees on January 1st of each contract year.

## **ARTICLE VII**

### **SALARIES AND OVERTIME**

#### **SECTION 1**

Bargaining unit employees shall receive salaries as set forth in **Schedule A** of this Agreement. All employees hired after January 1, 2010 will move through the annual steps, all other employees will continue Step 7 of Schedule A.

Full-time employees will receive:

2019: 1.5% annual increase on base pay for 2018 plus a one-time additional \$500 added to their 2019 base pay.

2020, 2021 and 2022: 2% annual increase on base pay.

Increases that occur in the middle of a pay period will be paid at the higher rate at the start following pay period.

A. If all bargaining units agree to move to a bi-weekly payroll, the Township agrees to make Direct Deposit available to all Employees no matter the Employees bank of choice at no fee to the Employees.

1. If all bargaining units agree to move to a bi-weekly payroll, the Township shall make Direct Deposit payments to the Employees bank of choice by 0000 hours on the day of the check issuance date.

B. In the event that a check is scheduled to be issued on one of the enumerated Holidays as set forth in Article II, Section 3, payroll checks will be distributed to Employees by 0000 hours on the day of the check issuance date.

C. To extent the bank commits a banking error and the direct deposit payments are not provided by 0000 hours on the check issuance date, the Township will be held harmless as long as the error is not based on a mistake made by the Township.

## **SECTION 2**

The Employer agrees that overtime, consisting of time and one-half shall be paid to all employees covered by this Agreement for hours worked in excess of the normal work day for purposes of this section, normal work day shall mean an eight (8), ten (10), twelve (12) or sixteen (16) hour tour of duty. The issuance of Overtime will be in seniority order on a rotating schedule.

## **SECTION 3**

Assignment to a particular shift will be made according to seniority and preference submitted. Work schedule picks will take place annually on a seniority preference to take effect the first Saturday of January. Work schedules, which set forth the employee's shift, workdays and hours of work will be posted or provided to all employees. Except for emergency situations, work schedules will not be changed unless the changes are discussed and agreed upon by the FMBA and the Employer.

In the event of extended leave of a full-time Employee, other full-time Employees have first choice to switch into any of the available shifts until the return of the absent Employee. If more than one Employee seeks to switch to the absent Employee's shift, the selection will be made upon seniority. This switch will only take place upon the approval of the Chief/Supervisor to maintain adequate coverage for departmental operations.

#### **SECTION 4**

Any Employee required to appear in court or for a deposition hearing, on a Township related incident, on his/her own personal time, shall be paid at the rate of time and one-half for a minimum of two hours.

#### **SECTION 5**

All coverage for special events, including but not limited to, Night Out Against Crime, Fireworks, Concerts, Graduations and other large scale events that require additional EMS Personnel, will be offered to full-time employees of the Township of Lakewood, Department of EMS, employees will be paid time and one-half for working these. Coverage will be done by seniority on rotating schedule and placement of assignment is at the discretion of the Chief/Supervisor.

#### **SECTION 6**

Any and all training will be offered/provided to full-time employees of the Township of Lakewood, Department of EMS, prior to the Township offering training to part-time employee

#### **SECTION 7**

Any Employee who teaches a class on behalf of the Township of Lakewood, Department of Emergency Medical Services, will be paid at a rate of time and one-half (1-1/2), unless scheduled during regular work hours.

#### **SECTION 8**

Emergency Hours are scheduled work hours that are not part of the Township of Lakewood, Department of EMS normal operating schedule. When emergency hours are scheduled they shall be offered to the full-time employees of the Township of Lakewood,

Department of EMS, in seniority order prior to the shifts being offered to part-time staff. Employees will be paid at the rate of time and one-half for working these hours for a minimum of two hours.

## **SECTION 9**

Any employee who is selected to oversee any of the special units listed below will be entitled to an additional \$1,500 stipend each year they lead the unit. Partial years will be prorated accordingly. All unit leaders are expected to see that the operation of that unit is following the Standard Operational Procedures and communicating any issues or needs to the Department Head. If unit leaders are not satisfactorily performing their duties than they may be removed and replaced at the discretion of the Department Head.

1. SRT Unit
2. Rehabilitation Unit
3. Water Team
4. Infectious Control

## **Section 10**

Overtime earned after midnight on the last Friday of a pay period will be paid in the following pay period.

## **Section 11**

Deferred Compensation: New deferred compensation enrollments will be offered twice a year. Enrollment periods to be determined by the Township. Existing enrollments can be updated/changed throughout the year.

## **ARTICLE VIII**

### **GRIEVANCE PROCEDURE**

#### **SECTION 1**

No member of the FMBA shall be removed, dismissed, discharged, fined or disciplined in any manner except for just cause. If any member is disciplined, and in the judgment of the

FMBA that such action was taken by the Township without just cause, or if a dispute arises involving a member's wages, hours of condition of employment; which wages, hours or conditions of employment are controlled by this Agreement, or which are provided for in any statute, adjustment shall be sought as follows:

Step 1. An employee having a grievance shall present it orally, either individually or in the presence of a FMBA representative to the immediate supervisor within thirty (30) calendar days after the occurrence of the matter giving rise to such grievance. If the grievance is not forthcoming within this time period, it shall be considered null and void. Within five (5) working days of receiving said grievance, the immediate supervisor shall meet with the individual and the FMBA representative (if requested by the individual filing said grievance) for the purpose of adjusting or resolving said dispute.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the FMBA shall submit the grievance in writing to the Township Manager within five (5) working days. Within fifteen (15) working days of receiving said grievance, the Township Manager shall meet with the individual that filed the grievance and the appropriate FMBA representative for the purpose of adjusting or resolving the dispute.

Step 3. If after having received the Township Manager's written response to the grievance, said dispute is not resolved to the satisfaction of the FMBA, the FMBA may, within thirty (30) working days, submit the grievance to the Public Employees Relation Commission for arbitration. The arbitrator's authority does not extend beyond this Agreement. The cost of the arbitration shall be equally shared by the Township and the FMBA.

In a dispute involving a disciplinary action, Civil Service or the arbitrator shall have the power to uphold the action of the Township or to rescind or to modify such action and such power shall include, but not limited to, the right to reinstate the member with full back pay.

The time limits to this Article shall not include Saturdays, Sundays, or holidays. Such time limits may be extended by mutual agreement. If, without this mutual agreement, the time limits are exceeded, the parties can move to the next step.

The decision of the arbitrator shall be final and binding on the parties.

**ARTICLE IX**  
**MANAGEMENT'S RIGHTS**

**SECTION 1**

It is the right of the Township, except as limited by the provisions of this Agreement, to determine the standards of service to be offered by the Township; determine the standards of selection for employment; direct its employees; schedule its employees; take disciplinary action; relieve its employees from duty for legitimate reasons; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; take all necessary actions to carry out its mission, emergencies and exercise complete control and discretion over its organization and the technology of performing its work. The Township's decision on these matters are not within the scope of collective bargaining.

**SECTION 2**

Due to the safety-sensitive nature of the work performed by the FMBA and the recognition that a healthy and productive workforce, safe working conditions free from the effects of drugs and alcohol, and the maintenance of the quality of services rendered in the Township is important to the Township, its employees, and the welfare of the general public; it is the right of the Township in balancing the interests of the Township, its employees, and the welfare of the general public, to conduct testing for drugs and alcohol in the workplace. This testing shall be in accordance with Township Ordinance 5-23 and includes pre-employment drug screening, as well as drug/alcohol testing on a random basis, on the basis of reasonable suspicion, and after an accident or injury.

**SECTION 3**

Suspension for first offense of violation of drug and alcohol policy- An employee that reports to work or works while under the influence of alcohol and/or narcotics or other drugs or

having possession of same on public property shall on the first offense be subject to a 30 working days suspension and must complete a rehab program. Employee will be responsible follow up for the costs associated with follow up drug/alcohol testing, Substance Abuse professionals, etc. Employees will be discharged upon second offense.

**ARTICLE X**  
**HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL**

**SECTION 1**

Each member of the FMBA shall be entitled to all insurance benefits in accordance with the terms and provisions now in effect by municipal ordinance (hospital, medical, dental, vision and prescription plans now in force and effect which specifically provide for same).

**SECTION 2**

Upon retirement, the employee shall continue to be carried on, and covered under, the employer's hospitalization plans then in effect; to be paid solely by the employer, at the option of the employee. The Employer agrees to obtain such hospital plan coverage to cover retired employees after 25 years of full-time employment. Employees hired after January 1, 2016 will not be eligible for coverage of benefits paid for by Employer upon retirement.

**SECTION 3**

The health insurance indemnity plan set forth in Section 1 above shall be modified in accordance with the following provisions effective January 1, 1995:

- a) Medical/Hospitalization coverage shall be subject to utilization management incorporating the following techniques:
  - I. Hospitalization pre-certification
  - II. Second surgical opinion
  - III. Large case management
  - IV. Continued stay review
  - V. High risk pregnancy management

- b) Major Medical deductibles will be \$150.00 for single coverage and \$300.00 for family coverage. Co-insurance of 80%/20% of the next \$3,000 and 100% thereafter.
- c) Prescription coverage - Pharmacy co-pay of 5% towards cost of prescription.
- d) Paragraphs b and c above shall not take effect unless and until either one of the following bargaining units representing Township employees, AFSCME or the Teamsters, agrees to a similar provision within their respective Agreements.
- e) All other features of the 1994 Township plan of benefits will remain unchanged.

#### **SECTION 4**

All full-time Employees who receive health care benefits shall pay a 2% of their Annual Salary back to the Township. Employees who select the opt-out may obtain Township health coverage immediately should the secondary source not be available. The 2% payment shall be by way of payroll deduction as agreed to between the parties of this Agreement.

#### **SECTION 5**

- A. Due to the nature of Emergency Medical Services and the dangers inherent in the position, the Employer will annually provide the Employee with following testing at no cost to Employee: Tuberculosis (Mantoux) testing, vaccinations and/or titers to determine exposure to Hepatitis A, B, C and HIV, as well as mandatory fit testing for the NIOSH 95 respirator as per OSHA (CFR19) requirements.
- B. The Township will provide Personal Protective Equipment including but not limited to gloves, bicycle helmets, bicycle shoes, bullet proof vests, tactical helmets and other necessary Personal Protective Equipment to the members of the department that are active members of that specific unit determined by the Chief/Supervisor of the department.

- C. The Employer must provide an area of secure storage (lockers) and bulletin boards through the term of the contract. This is to maintain extra uniforms, special duty uniforms and to maintain compliance with OSHA (CFR 19) policies.

**ARTICLE XI**  
**EDUCATIONAL BENEFITS**

**SECTION 1**

A. Any full-time employee attending classes for their Paramedic 24-hours per year qualifications; and any EMT attending classes for their 40-hour three-year qualification, shall not be deducted for their time while attending said classes should they fall on their regularly assigned duty shift; nor shall said full-time employees be required to deduct from their sick, vacation or personal time for said class attendance if approved by Chief/Supervisor. All full-time employees are entitled to 40 hours per year in order to attend classes required to maintain their certification as an Emergency Medical Technician and/or Paramedic. All documentation for attending said classes shall be submitted to Chief/Supervisor, if time off is requested it shall be submitted 30 days prior to class.

The Employer agrees to provide \$500.00 per year for each full-time employee of the FMBA for training purposes related to the operation of the unit upon successful completion of the course and remittance of necessary paperwork, containing receipt for reimbursement and/or payment.

B. Staff that hold Instructor Certifications that benefit the EMS Department or Township of Lakewood shall receive an additional 12 hours per year to maintain these certifications. Certifications that benefit the department are as follows but not limited to; CPR, Bloodborne Pathogens, N-95, EMT-B Refresher, PHTLS, TCCC, and elective CEU for recertification. If time off is utilized the Employee will teach/train said class(es) to township employees at no cost to the town with a minimal 12 hours.

## **SECTION 2**

An employee who has attained an Associate Degree from an accredited college, institution or university, shall be entitled to an additional annual stipend of \$500.00. An employee who has attained a baccalaureate or higher degree from an accredited college, institution or university shall be entitled to an additional annual stipend of \$1,000.00 payable. If hired after 01/01/2016 employee will be eligible after one year of employment.

## **SECTION 3**

The Township agrees to defray tuition expenses for college courses leading up to an Associate or Bachelor's Degree. Reimbursement shall be limited to a total of one hundred twenty (120) credit hours and will be reimbursable upon successful completion of said course or courses.

Courses must be reasonably related to the employee's job position. An average grade of "C" is required for reimbursement. Any FMBA full time employee in good standing is eligible for reimbursement. Employees hired after 01/01/2016 must have one year of employment before becoming eligible for reimbursement.

A) Reimbursement by the Township shall equal the current credit cost at Ocean County College for an Associate's Degree.

B) Reimbursement by the Township shall equal the current credit cost at Kean University for a Bachelor's Degree.

C) All majors must be approved by the Manager to ensure it meets the criteria of the employee's position.

D) Any Employee attending the Paramedic Certificate Program in NJ shall be reimbursed for the cost of the program not to exceed \$8000.00. Payment will be divided so as Employee receives half at completion of didactic portion with passing grade as set by college. Employee will receive remainder of payment upon successful completion of clinical

portion and receipt of either NJ State or NREMT Paramedic certification. Upon enrollment into the Paramedic program notification should be given to employer in order to be reimbursed

E). Any Employee attending the Paramedic Certificate program through an accredited college with a combined Associates Degree and Certificate shall be reimbursed as follows. All Associate courses will be reimbursed as per set standard of contract (Section 3 - A). The employee will receive up to an additional \$5000.00 reimbursement upon successful completion of the clinical portion and receipt of either NJ State or NREMT Paramedic certification. Upon enrollment into the Paramedic program the employee shall give notification of expected completion date to the employer in order to be reimbursed.

F). Educational Reimbursement will be submitted no later than the 30 days after completion of semester.

**ARTICLE XII**  
**SAVINGS CLAUSE**  
**SECTION 1**

It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Nothing in this Agreement shall serve to supersede or invalidate any provisions of any Federal, State or Local law, or any provisions of the revised General Ordinances of the Township of Lakewood, except as specifically amended by the terms of this Agreement.

Any deletions or additions to the contract not found in MOA will not be honored or enforced.

**ARTICLE XIII**  
**MISCELLANEOUS PROVISIONS**  
**SECTION 1**

**Nondiscrimination:** The Township and the FMBA agree that there will be no discrimination, and that all practices, procedures and policies of the Township shall clearly exemplify that there is no discrimination in the firing, training, assignments, promotions, transfer or discipline of FMBA personnel, or in the application of this Agreement on the basis of race, creed, color, religion, age, national origin, sex, domicile or marital status.

**Hours of Operation:** In accordance with an agreement dated November 2, 2018 between the FMBA Local 380 and the Township of Lakewood, it is agreed that the hours of operation for the department's full time employees will be eighty (80) hours worked within a two (2) week (14 days) period. This agreement is per the regulations of the Fair Labor Standards Act under Partial Exemptions from Overtime pay (#4). To which the EMS Department is classified under Law Enforcement and Fire Protection Employees.

**Article XIV**  
**Conduct and Ethics**

**Section 1**

All Employees are expected to maintain a high standard of professional and personal conduct and ethics to assure and effective service to the citizens of the Township of Lakewood.

**Section 2**

The Following shall serve as a guide for professional conduct and ethics:

No employee shall engage in outside employment or other activity which in interferes in any way tith the full performance of their duties and responsibilities.

No Employee shall have a direct or indirect financial interest that conflicts substantially with his/her duties and responsibilities.

No Employee shall use or allow the use of government property of any kind other than for officially approved activities.

No employee shall use or allow the use of official information to gained through employment which has not been made available to the public, for furthering a private interest.

No employee shall participate in any gambling activities while on duty or while on EMS department premises.

No Employee shall engage in acts of riot or civil disorder involving violence to person or property.

No Employee shall engage in criminal, dishonest or notoriously disgraceful conduct prejudicial to the Department.

### **Section 3**

Conduct in violation of the above standards may subject an employee to disciplinary action.

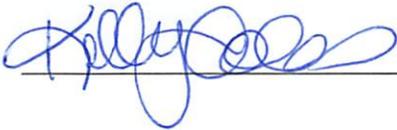
### **DURATION OF AGREEMENT**

This Agreement shall be in full force and effect as of January 1, 2019 and shall remain in effect to and including December 31, 2022.

This Agreement shall continue and remain in full effect from year to year thereafter until such time as its terms are modified, amended or rescinded by a newly executed contract. The parties hereto agree to begin negotiations not more than 120 days and not less than 90 days before expiration of this Agreement and shall negotiate in good faith and diligence to effect settlement prior to December 31, 2022.

**FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION, LOCAL NO. 380**

**Witness:**

  
\_\_\_\_\_

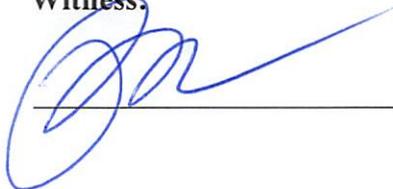
By:



Travis Veth, President

**TOWNSHIP OF LAKEWOOD**

**Witness:**

  
\_\_\_\_\_

By:



Raymond Coles, Mayor

**Schedule A**

**Annual Salary Schedule for Classified Service**

**Emergency Medical Technicians and/or EMS Employees**

<b>Steps</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
1	\$34,374.61	\$35,062.10	\$35,763.34	\$36,478.61
2	\$38,233.64	\$38,998.31	\$39,778.28	\$40,573.84
3	\$42,093.69	\$42,935.56	\$43,794.27	\$44,670.16
4	\$45,951.70	\$46,870.73	\$47,808.15	\$48,764.31
5	\$49,811.75	\$50,807.98	\$51,824.14	\$52,860.62
6	\$53,669.76	\$54,743.16	\$55,838.02	\$56,954.78
7	\$57,531.84	\$58,682.47	\$59,856.12	\$61,053.24
	1.50%	2%	2%	2%
	Inclusive of one time \$500 to base			

# FMBA Local 380

P.O. Box 171  
Lakewood, NJ 08701  
(732) 905-3411

November 22, 2019

To Whom It May Concern,

The FMBA 380 has unanimously agreed to change the current verbiage in Article II: Section 1B to the addendum written below.

Current Agreement

Article II: Section 1B

Vacation Picks will be made directly after schedule picks for the following year. Each full-time employee will be given the opportunity to pick 2 weeks at a time with in the calendar year, in Seniority order. **Vacation request will be limited to 2 Full time employees within a one-week period, Saturday-Friday.** There will be 2 rounds of selection for each employee for the year. Vacation selection per employee will be 48 hours. The selection of Individual Vacation days will follow the previous request; these requests will be done electronically. Any individual Vacation request after the picks shall be submitted 14 days prior to requested time off. No more than 2 consecutive weeks of time to be approved.

### Addendum:

Vacation Picks will be made directly after schedule picks for the following year. Each full-time employee will be given the opportunity to pick 2 weeks at a time with in the calendar year, in Seniority order. **Vacation request will be limited to 2 Full time employees within a one-week period, Sunday-Saturday.** There will be 2 rounds of selection for each employee for the year. Vacation selection per employee will be 48 hours. The selection of Individual Vacation days will follow the previous request; these requests will be done electronically. Any individual Vacation request after the picks shall be submitted 14 days prior to requested time off. No more than 2 consecutive weeks of time to be approved.

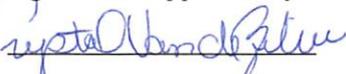
Respectfully,



Travis Veth,

President FMBA 380

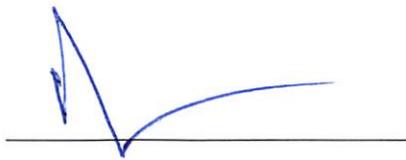
Agreement Approved by:



Crystal Van de Zilver

EMS Chief

11-22-19



Patrick Donnelly

Township Manager