

Agreement between

**The Township of Mount Laurel
Burlington County, New Jersey**

and

**The Burlington County Professional
Firefighters Association**

International Association of Fire Fighters

Local 3091

A.F.L.- C.I.O.-C.L.C.

(Mount Laurel Emergency Medical Technicians)

January 1, 2015 through December 31, 2017



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PREAMBLE

THIS AGREEMENT is entered into this 20th day of July, 2015 by and between the **TOWNSHIP OF MOUNT LAUREL**, in the County of Burlington, New Jersey, a municipal body of the State of New Jersey, hereinafter called the "Township", and the **BURLINGTON COUNTY PROFESSIONAL FIRE FIGHTERS, I.A.F.F. LOCAL No. 3091, A.F.L.-C.I.O./C.L.C.**, hereinafter called the "Association", represents the complete and final understanding on all bargaining issues between the Township and the Association.

PURPOSE

THIS AGREEMENT is entered into between the Township and the Association, to promote and ensure harmonious relations, cooperation, and understanding between the Township and its Association represented employees; to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interests of the residents of the Township of Mount Laurel and its employees.

ARTICLE I RECOGNITION

A. The Township recognizes the Association as the exclusive collective negotiations agent for all full time paid and permanent part time paid Emergency Medical Technicians employed by the Township.

B. Unless otherwise indicated, the terms "Emergency Medical Technician", "employee" or "employees", when used in this Agreement, refer to persons, male or female, represented by the Association in the above-defined negotiating unit.

ARTICLE II NON-DISCRIMINATION

There shall be no discrimination by the Township or the Association against any employee because of the employee's membership or non-membership in the Association. Neither the Township nor the Association shall discriminate against any employee because of race, creed, color, national origin, ancestry, age, marital status, religion, pregnancy, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, gender identity or expression, disability, including AIDS or HIV, or atypical hereditary cellular or blood trait, or because of the liability for service in the Armed Forces of the United States, and any other characteristic protected by law.

ARTICLE III

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Official representatives of the Association will be granted administrative leave with pay to attend the annual conventions of the Professional Firefighters Association of New Jersey, the International Association of Fire Fighters and the AFL-CIO. The leave will be for a period inclusive of the duration of the convention with reasonable time permitted for travel to and from the conventions. The usual length of leave is five (5) days. Whenever possible, the Association will give management at least thirty (30) days notice of the need for a leave.

B. Authorized Association Representatives shall be excused without loss of pay from their normal duties to participate in negotiations for the renewal of this Agreement or the executive of a new agreement for this unit. Upon the request of the Association President, such representatives will also be reasonably excused without loss of pay to participate in other meetings related to collective bargaining. Such representatives shall attend negotiations, and other meeting sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.

C. Copies of disciplinary charges or other notices relating to disciplinary action shall be furnished to the Association upon written authorization to the Township by the employee, within a reasonable period of time thereafter. The Township shall maintain a file of written refusals by the employees to authorize the Township to forward such documents to the Association. Copies of all disciplinary charges or notices relating to disciplinary action against any member or non-member shall be furnished to the President or Shop Steward of the Association within seventy-two (72) hours of the presentation of charges.

D. The Association will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of this Agreement by such members, and the Association recognizes that the conditions set forth in this article shall be subject to the mission of the Township.

E. Whenever an employee is to be questioned and he is being considered a "target" for possible disciplinary action, he shall have the right to request a representative of the Association be present at all stages of questioning consistent with their Weingarten Rights. If an employee requests and is denied representation at any stage of the questioning, any statements made by the employee or "fruits" derived there from cannot be used against said employee to support disciplinary action.

F. Authorized representatives of the Association shall be permitted to visit any facility within the township for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Chief, or such other individuals designated by the Township in writing to perform such task, on condition that such prior approval shall not be unreasonably withheld. The Association representative shall not interfere with the normal conduct of work within the facility.

G. In addition to the foregoing, if a Delegate to the PFANJ is elected from this bargaining unit, the Delegate will receive administrative leave without loss of pay to attend monthly meetings.

H. Upon the request of the Association President, on duty employees shall be reasonably permitted to attend and participate in bargaining unit meetings without loss of pay when such bargaining unit meetings are held at a location mutually agreed upon by the Association and the Township. All on duty employees shall attend and participate in the appropriate uniform and be available for duty in the event the need arises.

I. In addition to the foregoing, union representatives will receive relief from duty with full pay for the purpose of attending to contract administration, grievance processing or other union business on an as needed basis. The member requesting relief must make application to the Chief or his designee as soon as reasonably possible. Such request will not be unreasonably denied.

ARTICLE IV **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and the United States, including, but not limiting, the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of the employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees is recognized.

4. To hire all employees, to promote, transfer, assign or retain employees in positions with the Township.

5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good, and just cause according to the law, and subject to the grievance procedure.

6. To lay off employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.

B. Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

ARTICLE V
MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Township's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.

B. Neither the Association nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or stoppage of work, in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slowdown, sick out, walk out or other illegal job action against the Township.

C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any action by any other employee or group of employees of the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Association or its members.

E. The Chief and all officers shall exercise their supervisory duties faithfully, irrespective of the fact that the employees are covered by this Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation with the Association.

ARTICLE VI
GRIEVANCE PROCEDURE

A. **Purpose**

1. The purpose of this 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 Township staff.

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 to the grievance procedure.

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.

C. Prior to filing any grievance, an earnest effort shall be made to resolve controversy. An authorized representative of the Association and any effected employees shall meet with the Chief, or his/her designee, to review the matter and explore a mutually fair and equitable resolution.

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:

D. Steps of the Grievance Procedure

Step One:

An aggrieved employee or employees shall institute action under the provision 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 Chief. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

If the resolution of the grievance has not been reached within fifteen (15) working days of the submission to the Chief, the grievance may proceed to Step Two.

Upon finding of merit or non-merit, the Association Grievance Committee shall present written confirmation of such determination to the Chief with request that the Chief investigate and resolve same, if required. If the resolution of the grievance has not been reached within fifteen (15) working days of the submission to the Chief, the grievance may proceed to Step Two.

Step Two:

1. In the event a satisfactory settlement has not been reached at Step One, the Association may, within fifteen (15) calendar days of the Chiefs' or designees' decision, file its written grievance with the Township Manager. This presentation shall include copies of all previous correspondence relating to the matter in dispute.

2. The Township Manager or his designee shall review the decision of the Chief, and, within fifteen (15) calendar days from receipt of the grievance, make a written determination.

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 Township Manager's decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of Public Employment Relations Commission (PERC).

2. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Township 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.

E. Arbitration

1. 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.

2. 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.

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

F. 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.

G. Grievances initiated by the Township shall be filed simultaneously with the Local Union President and Unit Shop Steward within ten (10) calendar days after the occurrence giving

rise to the grievance. The Township and Association shall schedule a meeting within fifteen (15) calendar days of the grievance filing in an effort to resolve the dispute. Township's grievance may be referred to grievance arbitration within thirty (30) calendar days of meeting with the Association if same is not resolved.

H. 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 is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed there under, 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 VII **DUES, DEDUCTIONS, AND AGENCY SHOP**

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended. The Township will remit these deductions to the Treasurer of the Association no later than the 15th of the month succeeding the collection.

B. A check-off shall commence for each employee that signs a properly dated authorization card, supplied by the Association and verified by the Township Manager during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish the Township either new authorizations from its members showing the authorized deductions of each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township Manager.

E. Any such written authorization may only be withdrawn between the period of the 1st of April and the 30th of June by filing a withdrawal notice with the Township Manager. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become a member of the Association and transmit the fee to the majority representative.

1. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

2. The fair share fee for services rendered by the Association shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Association, less the costs of benefits financed through the dues and available only to the members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

3. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

4. Prior to January 1st and July 31st of each year, the Association, if there is a change in the cost of membership, shall provide advance written notice to the Township and any non-member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above will be forwarded to the Township or employee requesting same.

5. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association, This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

G. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

ARTICLE VIII **EMPLOYEE RIGHTS AND PRIVILEGES**

A. Nothing contained herein shall be construed to deny or restrict any employee such rights as they may have under New Jersey laws or other applicable laws and regulations. The

rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. No employee shall be disciplined, reduced in rank or compensation without just cause. Any such action asserted by the Township or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure herein set forth.

C. Whenever an employee is required to appear before any Supervisor, Chief, Township Counsel or Township Representative concerning any matter which could adversely affect the continuation of that employee in their position, employment, or the salary or any increments pertaining thereto, then they shall be given prior written notice of the reasons of such meeting or interview and shall be entitled to have a representative of the Local present to advise them and represent them during such meeting or interview.

D. Any employee whose action may give rise to charges by the Township or any agent or representative thereof, either discipline or criminal, shall be advised prior to any hearing or meeting with any agent or agents of the Township or Department. The affected employee shall be afforded all rights pursuant to U.S.S.C. decisions under Weingarten. No statement shall be given without first advising the affected employee of the matter or matters for which they are under investigation. The employee shall retain their full rights with regard to counsel in any hearing or internal investigation scheduled by the Township.

E. 1. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Association before they are established.

2. All written rules and regulations shall be provided to the employees immediately upon promulgation.

ARTICLE IX **HOURS AND OVERTIME**

A. 1. The normal work week for Emergency Medical Technicians will be six (6) thirteen (13) hour shifts for a total of seventy eight (78) hours in a fourteen (14) day period or ten (10) eight (8) hours shifts for a total of eighty (80) hours in a fourteen (14) day period. The work week shall be defined as 0530 hours, Monday through 0529 hours, the following Monday. There will be two work weeks in a pay period. The scheduled hours of work may vary from time to time to meet the needs of the Township.

2. A one hour meal period shall be included within each thirteen hour tour of duty. Two fifteen minute break periods, one in the first half of the shift and one in the second half of the shift, shall also be included within each thirteen hour tour of duty. Employees shall remain available for immediate response to emergency calls during meal and break periods.

B. Except in emergencies, all effected employees must be given written notification thirty (30) calendar days in advance of any change of employee work schedule or assignment.

C. Overtime will be paid for any additional time worked beyond the normal thirty-nine (39) hours in a thirty-nine (39) hour work week or after forty (40) hours in a forty (40) hour work week, in accordance with the Fair Labor Standards Act requirements for public agencies. Approved time taken off and charged against an employee's vacation, personal holiday, and/or float holiday balance will be counted as time worked. Sick Leave taken will not be counted against the employee for purposes of overtime computation.

D. When an employee is recalled for duty, they shall be entitled to compensation at their overtime rate for all hours worked, with a minimum compensation of two (2) hours at their overtime rate, so long as the recall is not contiguous with their regularly scheduled shift.

E. Whenever the Township determines EMT overtime is necessary, overtime will be offered in accordance with the following procedure:

1. Full time paid EMT employees of equal rank will first be offered the opportunity for overtime.
2. Permanent Part time EMT's will next be offered the opportunity to work.

F. Overtime will be distributed as equitably as possible in accordance with the above procedure.

1. Overtime work shall be classified as either "carry over", that is, assignments which immediately follows the employee's regular work shift or "call back", that is, assignments that do not immediately follow the employee's regular work shift. The overtime list for "carry over" assignments shall consist of those employees assigned to the regular work shift, which ends immediately prior to the overtime assignment. The overtime list for "call back" assignments shall consist of all qualified employees off duty at the time when the overtime work will be required.

2. Carry over overtime shall first be offered on a voluntary basis to the appropriately qualified employees on the ending shift on a seniority rotation basis, that is, it will first be offered to the most senior qualified employee, and, if refused, to the next most senior qualified employee.

3. Call back overtime shall be offered to all qualified off duty employees on a rotational seniority basis.

4. After the first distribution of voluntary overtime, the seniority rotation shall begin with the next most senior qualified employee on the list after the person who last accepted it.

5. When there are not enough employees willing to voluntarily work overtime, management shall have the right to assign overtime on a involuntary basis in inverse order of seniority, that is, beginning with the most junior qualified employee on the applicable overtime list.

6. After the first distribution of involuntary overtime, the rotation shall begin with the next most junior qualified employee on the applicable list after the one who was involuntarily assigned most recently.

7. Management shall establish a record keeping system on overtime assignments which shall be accessible to Shop Steward or an authorized representative of the Association for review.

G. If a State of Emergency (Federal, State, County, Local, Etc.) is declared, and the State of Emergency directly affects the normal operations of EMS, all employees shall be compensated for all hours worked at the rate of double their regular base hourly rate, until the State of Emergency is declared over or does not directly affect the operations of the department. This decision will be determined by the Chief of EMS and Township Manager. In the event of special weather conditions or other related instances, employees may not be permitted to leave the building other than for emergencies. In these cases, and as decided by the Township Manager and EMS Chief or his/her designees, the Township shall furnish meals at regular intervals for those employees unable to do so for themselves.

H. 1. Whenever it shall be necessary to determine an hourly rate, such as for overtime, the hourly rate for a thirteen (13) hour employee shall be computed by dividing the appropriate annual salary by 2028.

2. Whenever it shall be necessary to determine an hourly rate, such as for overtime, the hourly rate for an eight (8) hour employee shall be computed by dividing the appropriate annual salary by 2080.

ARTICLE X **EXCHANGE OF HOURS OF DUTY**

A. The request for exchange of hours of duty by an employee may be granted by the Chief or his designee, at his discretion, provided such request has been made through channels and in conformance with the needs of the Township. Such discretion shall not be unreasonably denied.

B. In exercising the provisions of this Article, no employee shall work more than two (2) shifts, and the provisions of Article IX shall not apply to the second shift unless the employee is ordered to work hours in excess of the first shift, in which case Article IX shall be applicable to those excess hours.

C. All exchanges of hours shall be pursuant to a negotiated and mutually agreed upon policy between the Township and the Association.

ARTICLE XI

SALARIES, LONGEVITY & SHIFT DIFFERENTIAL

See attached salary package (Appendix B) for salaries, longevity, and shift differential.

A. If an Employees start (anniversary) date falls between January 1st and June 30th, their anniversary date for the purpose of granting salary increases shall be considered January 1st. If an Employees start (anniversary) date falls between July 1st and December 31st, their anniversary date for the purpose of granting salary increases shall be considered July 1st.

B. Employees acting in the capacity of a superior officer or supervisor shall be compensated at the same hourly rate as same superior officer or supervisor. The opportunity to act in the capacity of a superior officer or supervisor shall be made to each qualified employee on a rotational basis as decided by the Chief of EMS.

C. Employees working out of title in the role of Chief of EMS will be paid at double their hourly rate up to the daily wage of the Chief of EMS.

ARTICLE XII
HOLIDAYS

A. Emergency Medical Technicians shall be entitled to ten (10) regular holidays per calendar year. The regular holidays shall be as follows:

- | | |
|-------------------------------|---------------------|
| 1. New Year's Day | 6. Independence Day |
| 2. Martin Luther King Jr. Day | 7. Labor Day |
| 3. President's Day | 8. Thanksgiving Day |
| 4. Good Friday | 9. Columbus Day |
| 5. Memorial Day | 10. Christmas Day |

B. If a full time employee accepts or is required to work an overtime shift on a recognized Township holiday to maintain proper coverage, the employee shall be paid double their regular hourly rate for all hours worked. Voluntary overtime shall be offered according to seniority. If coverage is not filled with voluntary overtime, then involuntary overtime will be assigned in ascending order, (least seniority to highest seniority). Whenever reasonably possible, seventy two (72) hours notice shall be given to an employee required to work a holiday.

C. An EMT holiday shall be defined as a thirteen (13) hour day for thirteen (13) hour employees and an eight (8) hour day for eight (8) hour employees.

D. 13 hour employees who work a Holiday will be paid double-time. The employee would then be issued a check in December for the remaining Holidays (at their regular hourly rate) they did not work. (This would be calculated by the Chief or his designee prior to submission) e.g. If Employee A works 6 Holidays throughout 2012, he would have been paid in his check

double-time for those six days, then receive a check in December for the remaining 4 holidays (4 days at 13 hours)

E. All Holiday balance pay shall be paid in one check on or about the first pay and no later than the second pay of December of each contract year.

F. Eight (8) hour employees will not normally be scheduled to work holidays, yet will receive Holiday pay for each Holiday in the next week's paycheck. If an eight (8) hour employee is scheduled to work a Holiday, that employee will be paid double their normal hourly rate for all hours worked in lieu of any Holiday pay.

ARTICLE XIII **VACATIONS & PERSONAL TIME LEAVE**

A. Bargaining unit employees shall be entitled to annual vacation leave with pay in accordance with the following schedule:

1. During the first calendar year of employment, thirteen (13) hour employees shall be entitled to thirteen (13) vacation hours per month of employment and eight (8) hour employees shall be entitled to eight (8) vacation hours per month.

2. Beginning the 2nd year of employment through the 7th calendar year of employment, thirteen (13) hour employees shall be entitled to one hundred fifty six (156) vacation hours per year and eight (8) hour employees shall be entitled to ninety six (96) vacation hours per year.

3. Beginning the 8th year of employment through the 16th calendar year of employment, thirteen (13) hour employees shall be entitled to one hundred ninety five (195) vacation hours per year and eight (8) hour employees shall be entitled to one hundred twenty (120) vacation hours per year.

4. Beginning the 17th year of employment until retirement, thirteen (13) hour employees shall be entitled to two hundred sixty (260) vacations hours per year and eight (8) hour employees shall be entitled to one hundred sixty (160) vacation hours per year.

B. Vacation time for the current year will be credited to the employee on January 1st.

C. The vacation year is January 1st through December 31st.

D. If an employee begins employment prior to the 15th day of any given month, the first vacation time will be accrued on the first day of the next month. If the employee begins employment on or after the 15th day of any given month, the first vacation time will be accrued on the first day of the second month.

E. A maximum of one calendar year's accrued vacation hours may be carried over into any given year. If vacation time is denied throughout the year by the Chief due to operations demands, the employee will be able to carry additional time equal to the time denied, over into the coming year.

F. An annual vacation schedule shall be prepared by the Chief or his designee in accordance with present operating guide.

G. An employee who terminates their Township employment with proper notice given to the Township, or whose employment is terminated by the Township, shall be entitled to vacation time and/or vacation pay at the time of termination. This time shall be prorated for the last year of employment.

H. All accumulated vacation will be paid at the employee's current hourly rate upon retirement or otherwise leaving employment.

I. The Emergency Medical Technician vacation entitlement schedule shall be based on one (1) shift being defined as a thirteen (13) hour shift or an eight (8) hour shift.

J. Vacation time may be used in minimum time blocks of four (4) hours.

K. Personal Time Leave - Each employee shall also be entitled to annual personal time leave as follows:

First year of employment through 3rd year of employment:

13 Hours	26 hours after six months employment
8 Hours	16 hours after six months employment

Beginning 4th year of employment through 9th year of employment:

13 Hours

39 hours effective January 1

8 Hours	24 hours effective January 1
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10 year of employment and thereafter:

13 Hours	65 hours effective January 1
8 Hours	40 hours effective January 1

L. Personal leave time shall not be accumulative, but may be exchanged for vacation time previously used in the same calendar year.

M. Personal leave time may be used in minimum time blocks of four (4) hours.

N. If personal time is denied throughout the year by the Chief due to operations demands, the employee will be able to carry additional personal time equal to the time denied, over into the coming year.

ARTICLE XIV
SEPARATION, DEATH AND RETIREMENT

A. Employees shall retain all pension rights as EMT's as provided by all applicable laws.

B. Employees retiring either after twenty-five (25) years of service pursuant to N.J.S.A. 43:16A-11.1 or having attained the age of fifty five (55) pursuant to N.J.S.A. 43:16A-5, or as a result of a disability pension, whether work-connected or not, shall be paid for all accumulated holidays, vacation and other compensatory time, (excluding Sick Leave covered under Article XV), as provided in this Agreement. Said payments shall be computed at the rate at the time of retirement based upon the base annual compensation.

C. Employees intending to retire on other than disability pension shall accordingly notify the Township by September 1st of the previous year in which said retirement is to become effective.

D. In the event of an employee's death, their estate or legal representative shall be paid for all accumulated holidays, vacation or other compensatory time as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of their death.

E. In the event of an employee's separation from service for any reason not set forth in Section B or D above, all accumulated benefit time shall be paid at the rate of pay at the time of separation to the employee.

F. For benefits payable in the then current year in all cases of separation, death while not in the line of duty or retirement, all vacation, holiday, and other compensatory time shall be pro-rated as of the first of the month if the resignation, death or retirement is effective after the fifteenth (15th) of the month. Benefits shall be pro-rated on the calendar year from January 1st through December 31st.

G. For benefits payable in the then current year in all cases where the employee died while in the line of duty, all vacation, holidays, sick leave days, and other compensatory time

which would have accrued for the entire calendar year (in the year of the employee's death), shall be payable to the employee's estate or legal representative.

H. Separation shall be defined as any permanent cessation of employment, but shall not be deemed to include temporary leaves of absence, vacation, layoffs, or other temporary leaves.

I. The Township assumes the full cost of an additional life insurance policy equal to the lesser of one year's salary or \$50,000.00. The Township is allowed to self-insure this policy.

ARTICLE XV **SICK LEAVE**

A. Sick leave with pay shall be earned at the rate of thirteen (13) hours per month during the first calendar year of employment, and one hundred ninety five hours per year for each year of employment thereafter. Unused sick leave shall be cumulative from year to year.

B. Sick leave is hereby defined to mean absence by an employee by reason of personal illness, illness within the immediate family, observance of quarantine, or as a result of a disabling injury not compensable under Article XVI.

C. Employees may be required to furnish a doctor's certificate to substantiate a request for approval of sick leave when sick leave exceeds three (3) consecutive workdays for a thirteen (13) hour employee or three (3) consecutive workdays for an eight (8) hour employee.

D. Notwithstanding the foregoing, employees may be required to furnish a doctor's certification to substantiate a request for approved sick leave at any time, as long as the employee is permitted to return to work and provided a reasonable amount of time to furnish the note.

E. In order to receive compensation while absent on sick leave, an employee shall report their absence to the Chief or his designee at least one (1) hour prior to the start of their shift, if possible.

F. In case of sick leave due to contagious disease or to care for a seriously ill member of the employee's immediate family, reasonable proof may be required.

G. An employee who has exhausted their accumulated sick leave may, with the Township's approval, charge additional days of absence to vacation or personal days, if available. Once all benefit time has been exhausted, the employee may request up to one year of sick time be advanced to the employee. In the event an employee who has separated from employment has utilized more sick days than earned during that year, the employee is responsible to repay the Township for the difference, with those monies to be deducted from the employee's final pay check. As a prerequisite to being considered for the advancement of sick leave, an employee shall

sign a payroll authorization to allow the Township to make the foregoing deduction, in the event the employee has separated from employment and utilized more sick days than earned during the year.

H. Upon retirement with twenty or more years of service in Mount Laurel Township employees may sell back to the Township one (1) hour of sick leave for every three (3) hours of accumulated sick leave to cash upon retirement not to exceed Fifteen Thousand (\$15,000). The compensation will be at the employee's hourly rate at the time of separation and shall be received with the employee's final regular paycheck.

I. In the event of a major illness or injury (not compensable under Article XVI), an employee who has exhausted his accumulated benefit time, The Township shall allow other employees to donate benefit time (Sick time, Vacation, Personal Leave Time, or Float Holiday) to the effected employee. aka "Catastrophic Sick Time donation".

J. Employees retiring on disability retirement shall be paid for all accumulated sick days as provided in this Agreement.

K. In the event of an employee's death, their estate or legal representative shall be paid for all accumulated sick days as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of their death.

L. In the event of an employee's termination for cause, the employee shall not be entitled to any compensation for accumulated sick days.

M. The sick leave entitlement shall be based on one (1) work day being defined as a thirteen (13) hour shift or an eight (8) hour shift, respective to the employees regular work shift.

N. Thirteen (13) hour employees may sell back a maximum of one hundred thirty (130) hours accrued sick leave per year provided they have at least 195 hours of sick leave available and eight (8) hour employees may sell back a maximum of eighty (80) hours accrued sick leave per year provided they have at least 120 hours of sick leave available. Employee's intending to sell sick leave back to the Township must notify the Township's designee between November 1 and December 1.

O. All employees hired by the Township on or after January 1, 2012 are not eligible for annual sick buy back or sell back at retirement.

ARTICLE XVI **INJURY LEAVE**

A. 1. In the event an employee becomes disabled by reason of service connected injury or illness and is unable to perform his or her duties, then, in addition to any sick leave benefits otherwise provided herein, he or she may be entitled to full pay for a period of up to one

(1) year. In the event an employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the Township. At the employee's option, the employee shall either surrender and deliver any compensation, disability, or other benefits to the Township and receive from the Township his entire salary payment, or in the alternative, the employee may retain the compensation, disability or other benefits and receive from the Township only the difference of pay. Effective December 31, 2016, the employee shall have the option during this one-year period of supplementing any such payments under the State's Worker's Compensation Statute with the use of sick, vacation, and compensatory time to reach 100% of pay. During this period of leave, all benefits shall continue and the employee shall continue to accrue and be credited for sick and vacation leave.

2. When an employee is injured on-duty, he/she shall notify his/her immediate supervisor so that the departmental report may be prepared. The employee shall also prepare an accident report.

3. If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

4. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. When a employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Township's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workmen's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and if necessary, against any other accumulated leave time. If the employee leaves the employ of the Township prior to reimbursing the Township for such advanced time, the employee shall be required to reimburse the Township for such advanced time.

C. Any employee who is injured, whether slight or severe, while working, must immediately verbally notify the Chief of EMS or his designee of the injury and submit an injury report to the Chief or officer in charge prior to the end of the employee's shift, or, if that is not medically possible, as soon thereafter as is possible.

D. It is understood that the employee must file an injury report with the Chief of EMS so that the Township may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

E. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

F. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

G. In the event the Township appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee's physician disputes the determination of the Township's appointed physician. Then the Township and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

ARTICLE XVII **BEREAVEMENT LEAVE**

A. In the event of death of the employee's parents, spouse, domestic or civil union partner as defined under New Jersey law, children, wards, brothers or sisters, the employee shall be granted time off without loss of pay commencing the day of death for a period of five (5) consecutive calendar days.

B. Leave with pay for three consecutive calendar days shall be granted in the case of the death of grandparents, mother-in-law, and father-in-law.

C. The Chief may grant leave without pay for anyone else not included.

D. If additional time is required, an employee may use accumulated benefit time or vacation time upon approval of the Chief.

E. An employee will request bereavement leave from the Chief at the earliest feasible time.

F. Proof of death may be required at the Chief's discretion.

ARTICLE XVIII **MILITARY LEAVE**

A. Military leave shall be granted pursuant to State and Federal Statutes and

regulations.

ARTICLE XIX
LEAVE OF ABSENCE

A. Leave of absence without pay, in the discretion of the Township Manager, may be granted for good cause to any employee who has completed their probationary period

B. Leave of absence can be any specified time period up to a maximum of one (1) year.

C. During a leave of absence, the Township will not be responsible to provide the employee with the benefits provided within Article XXV. However, if the employee wishes that coverage is extended to him during that leave, the Township will provide it but it must be paid by the employee prior to the Township being billed.

D. No seniority or benefit shall accrue during any leave of absence.

E. The employee shall be restored to the wages and benefits as existed immediately prior to the leave, subject to any changes in the negotiated Agreement.

ARTICLE XX
PENSIONS

A. All employees shall retain all pension rights afforded to them under applicable law.

ARTICLE XXI
JOB DESCRIPTION AND DUTIES

A. The job descriptions and duties for all members of this bargaining unit shall be accordance with each employee's job title as set forth by the New Jersey State Department of Personnel, N.J.S.A. Titles 11 and 11-A.

B. The Township will maintain on file complete and current Department of Personnel job descriptions for all required positions.

C. The Township will supply a copy of the most current job description to an employee when hired and at any time thereafter, if the job description should change.

ARTICLE XXII

CLOTHING ALLOWANCE

A. The Township will issue to all newly hired employees all uniforms according to the clothing list set forth in Appendix A attached hereto. All clothing shall meet N.F.P.A. and O.S.H.A. requirements, or their equivalent as outlined for EMS workers.

B. The Township will be responsible for the cost of changes in uniform and replacement of uniforms damaged or contaminated in the line of duty.

C. Uniforms shall be worn during all on duty hours except during physical fitness time. When working in and around stations and grounds, the uniform shirt may be removed (but employee must wear an undershirt). The Chief shall determine the proper uniform for the work being performed. Uniforms and components thereof shall not be worn while off duty.

D. The Township will provide its employees with all Personal Protective Equipment that meet or exceed the requirements of N.F.P.A. and O.S.H.A., or their equivalent as outlined for EMS workers.

ARTICLE XXIII **TRAVEL EXPENSES**

A. The Township will provide a vehicle for travel when travel is needed to perform job duties, as determined by the Chief of EMS. If a vehicle is unable to be provided by the Township, as determined by the Chief of EMS or Twp. Manager, then the employee will be reimbursed for mileage based on the internal revenue service rate. Mileage will be determined by the CFO using on-line mapping services. Tolls will be reimbursed when not automatically charged to the Township's EZpass account. Any such expenses must be appropriately documented as a condition of reimbursement.

B. Employees will be reimbursement for a maximum of \$40.00 per day meal allowance while traveling on department business. Reimbursement will be made upon presentation of receipts documenting the expenses incurred. Employee travel time must be one full day or more. There will be no reimbursement for alcohol.

ARTICLE XXIV **HEALTH AND WELFARE**

A. All existing hospital, medical and life insurance benefits provided to full time employees and their families shall be retained and continued in full force and effect.

B. Any change in the current plans must be negotiated with and approved by the Association. The employee shall not have any reduction in current coverage.

C. The Township shall provide comprehensive medical and health insurance for all members of the bargaining unit through the New Jersey State Health Benefits Plan, under the terms of the plan as it exists at the time of the signing of this Agreement, or as modified by the New Jersey State Health Benefits Plan (or any other substantially similar health benefit plan), including any changes in co-payments or deductibles that may be implemented by the New Jersey State Health Benefits Plan, for all employees and eligible dependents covered by this Agreement. Employees shall only be permitted to enroll in the type of coverage for which the employee is eligible.

Effective January 1, 2012, all active unit employees who have not withdrawn from the Township's health insurance program shall contribute towards the cost of health insurance for the employee and all eligible dependents in accordance with the provisions of P.L. 2011, Chapter 78. These payments shall be made on a pre-tax basis, pursuant to IRS Section 125 salary reduction premium-only plan, in accordance with the Township's regular payroll practices. Each employee, spouse and eligible dependents shall receive health insurance benefits from the SHBP, with coverage paid by the employer, less employee premium payments as set forth above. The Township will continue to offer prescriptions and dental for the employee and all eligible dependents at the current cost of 50% of premium. In addition the Township will offer an optical insurance plan for the employee and all eligible dependents at the current cost to the employee of \$25 per year. Upon completion of the four year schedule of payments pursuant to the provisions of P.L. 2011, Chapter 78, the issue of contributions towards the cost of health insurance shall be subject to collective negotiations. The Township and Union agree to meet and negotiate terms of employee contribution rates; all provisions and employee contribution rates shall remain in effect until a new Agreement has been negotiated by the parties.

D. Employees breaking or losing eyes glasses or a watch while in the line of duty may, upon approval of Chief of EMS and Township Manager be reimbursed as follows:

1. Eye glasses - \$100.00 per occurrence (including prescription sunglasses)
2. Watches - \$50.00 per occurrence

E. Any employee who is a defendant in an action or legal proceeding arising out of or incidental to the performance of assigned duties shall be entitled to legal representation at the Township's cost. The Township shall pay all costs provided that an itemized statement of fees and costs is submitted and prior approved by the Township.

1. The Township shall pay for all reasonable costs and attorneys' fees in connection with the defense of employees named in any civil lawsuit arising out of and directly related to the performance of their duties, and pay any and all compensatory and other damages assessed against the employee as a result of the performance of their duties. However, the Township will not be responsible for any punitive damages or penalties assessed against the employee.

2. In the event that criminal charges are brought against an employee arising out of and directly related to the performance of his or her duties, the Township shall not be responsible for any costs or attorney fees in connection with the defense of those charges. However, if any such criminal proceeding is dismissed and/or finally determined in favor of the employee, the employee shall be reimbursed by the Township for the reasonable costs and attorneys' fees in connection with that defense.

F. The Association and Township agree that a negotiated and mutually agreed upon Employee Assistance Program (E.A.P.) will be implemented. If no Township program is made available, the Township agrees to pay all reasonable costs for a mutually agreed upon outside service for any employee and associated family member seeking help.

G. **DEPENDENT COVERAGE:** Coverage for eligible dependents shall be included in all health and prescription plans for eligible employees.

1. Effective January 1, 2015, the Township shall make dependent coverage in its health and prescription plans as set forth in this Article, available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the Federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will terminate at the end of the year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below.

2. Subject to the provisions and requirements of P.L. 2005, Chapter 375, employees who are enrolled through any Township health or prescription plan may elect to enroll their dependent child until age 31 for an additional premium which shall be billed directly to the employee by the insurance carrier. Dependents that are permanently disabled will remain covered during the life of the employee.

3. 'Civil union partners' and 'domestic partners' of the same gender under New Jersey law shall be considered as dependents eligible for insurance benefits.

H. **WAIVER OF COVERAGE:**

1. Effective January 1, 2015, eligible members covered by this Agreement may choose, in writing, to waive insurance coverage. Participation is voluntary and intended for those eligible members who are covered by health insurance through another source. Members who hold elective office and are receiving health insurance benefits as a result of their elected office and members who are receiving health insurance benefits as a result of their retirement or the retirement of their spouse or domestic/civil union partner from another public entity in New Jersey are not eligible for opt-out. Waiver as described in this section shall be subject to the rules of the New Jersey State Health Benefits Plan where applicable.

2. If two members are married or qualify as domestic partners/civil union partners and one of them receives health insurance coverage from the Township or any other New Jersey State Health Benefits Plan, the other may not participate.

3. If a member chooses to participate and drops coverage, the member shall receive an incentive which shall not exceed twenty-five (25%) percent of the amount saved by the Township because of the waiver or \$5,000 annually, whichever is less, in accordance with State law.

4. Eligible members who waive coverage must do so for a minimum of one (1) year at a time unless there is a change of life event. However, if an eligible member chooses to participate and then the spouse's/partner's benefits are terminated (not voluntarily dropped), the member and his/her dependents may enroll in any of the available plans upon proper verification of termination. Applications must be made within thirty (30) days after the loss of coverage. Eligible members shall be permitted to waive either medical coverage or prescription coverage or both, subject to the limitations of the New Jersey State Health Benefits Plan where applicable.

5. The incentive payments provided shall be made in equal monthly payments and appropriate deductions shall be made from the gross incentive amount.

6. The waiver of coverage shall be available to all new benefit-eligible members on their benefit effective date, subject to the limitations set forth in Paragraph 4 above. This reimbursement is unavailable to any current employee who at the time of the signing of this contract, presently is not enrolled in the Township's health and prescription program. However, in the event any employee has a life event and/or the spouse's/partner's benefits are terminated (not voluntarily dropped), and the member subsequently enrolls in the Township's health and/or prescription plan, that employee is then eligible for reimbursement in connection with any future waiver of coverage.

7. The incentive shall begin to be paid to the eligible member no later than one month after the effective date of the option.

ARTICLE XXV
MATERNITY, ADOPTION OR CHILD CARE LEAVE

A. DEFINITIONS:

1. Maternity Leave – The actual period of disability due to pregnancy or related disability covered under the Federal Medical Leave Act (“FMLA”).

2. Child Care Leave – A leave of absence without pay available to men and women for care of a child covered under the New Jersey Family Leave Act (“NJFLA”) or FMLA.

3. Adoption Leave – A leave of absence without pay available to men and women for the care of a newly adopted child covered under the FMLA or NJFLA.

B. Maternity Leave shall commence on a date requested by the employee and certified by the physician as being within the period of disability.

1. Maternity Leave shall be with pay to the extent of any accumulated sick leave earned or without pay as permitted by the New Jersey State Disability Program, which shall be at the employee's option.

C. 1. Child care leave will be granted commencing on a date immediately following the maternity component. Such leave may continue for a period not to exceed eighteen (18) calendar months.

2. Adoption leave shall be granted by commencing on the date of formal adoption. Such leave may continue for a period not to exceed twelve (12) calendar months.

3. Child care or adoption leaves shall be without pay.

D. Maintenance of health care benefits shall be pursuant to the related provisions of the Leave of Absence Article.

E. Employees shall be entitled to return to work with a minimum thirty days advance notice to the employer.

F. The Township and Association agree that employees shall be entitled to leave pursuant to the FMLA or NJFLA upon submitting written request for same to the Township's designee.

G. A male employee requesting child care leave shall be eligible for such leave beginning on the delivery date of his child.

H. Upon return from any leave, the employee shall be reinstated to his/her pre-leave employment position and assignment unless otherwise mutually agreed upon.

I. Advancement along the negotiated salary guide or accrual of any benefit shall not be affected by any leave of absence.

J. Any leave may be extended for a mutually agreeable length of time upon employee request.

These leaves will be covered under Federal & State Regulations. The procedure for requesting/granting any of the above leaves will be covered under a mutually agreeable departmental policy.

ARTICLE XXVI
COMMUNICABLE DISEASES & CHEMICAL EXPOSURES

A. The Department shall maintain a medical sub file for each employee. The medical sub file shall contain but not be limited to work related injury reports, vaccinations and exposure reports. Only the Chief, Township Manager, or designee, or the employee will have access to those files. This "medical sub file" shall contain but not be limited to work related injury reports, vaccinations and exposure reports. Only the Chief, his designee or the employee will have access to these files.

B. If an employee comes in contact with; or has potential contact with any type of communicable disease or bio-hazard and/or chemical exposure, the employee is to make immediate notification and complete an "Exposure Form" as described in the departments "Exposure Control Plan" Guide Section 100 Guide Number 120.

C. If the employee is diagnosed with the AIDS Virus or any other communicable disease, the "Exposure Form" shall establish a rebuttable presumption that the employee is eligible for injury leave pursuant to Article XVI.

D. All employees will be entitled to receive vaccinations, at the Townships expense for any illness, sickness or disease that could be contracted while in the performance of their duties (i.e. Tuberculosis, Flu, Hepatitis A, B, and C, Pneumonia, etc.) with titers and boosters as needed.

E. Mount Laurel Township encourages employees with contagious or life threatening illnesses to continue their normal pursuits, including work, the extent allowed by their condition. The Township will make reasonable accommodations in accordance with the Americans with Disabilities Act and the Law Against Discrimination when physical and mental limitation of employees are known, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship to the Township.

Medical information will be treated confidentially.

The Township will take reasonable precautions to protect such information from inappropriate disclosure.

1. Medical information may be disclosed with the prior written informed consent of the person who is the subject of the record.

2. Information may be disclosed without written consent to qualified personnel for the purpose of conducting management audits, financial audits or program evaluations, but the personnel shall not identify, directly or indirectly, the person who is the subject of the record in a report of an audit or evaluation, or otherwise disclose the person's identity

in any manner. Information shall not be released to the personnel unless it is vital to the audit or evaluation.

3. Information may be disclosed to the Department of Health as required by State or Federal law.

4. Any records or information disclosed shall be held confidential by the recipient of the record and shall not be released by said recipient.

Anyone inappropriately disclosing such information is subject to disciplinary action.

ARTICLE XXVII
LABOR / MANAGEMENT COMMITTEE

A. There will be a joint committee comprised of two (2) association members appointed by the Association President and the Chief. The committee will meet as needed and discuss matters of mutual concern.

ARTICLE XXVIII
PROMOTIONS

A. When the Township determines to create a promotional position(s), or transfer a position, a notice will be posted in each station, with a copy provided to the Association, advising of the nature of the position and the qualifications required therefore. All promotions will be made in accordance with N.J.S.A. 11 and 11-A, State of New Jersey, Department of Personnel.

ARTICLE XXIX
BULLETIN BOARD

A. The Association shall have the sole use of the mutually agreed upon designated Association 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 emergency organizations and other employee related matters.

B. Only material authorized by the signature of the Association Representative, President, or Shop Steward, shall be permitted to be posted on said bulletin board.

C. The Township may require the Association to remove, from the bulletin board, any material that does not conform to the intent of the above provisions of this Article.

D. Board should be of locking / glass-covered type, with Shop Steward being the key holder.

ARTICLE XXX
SERVICE RECORDS

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Township, and may be used for evaluation purposes by the Chief or Township Manager.

B. Upon advanced notice and at reasonable times, any employee may review any and all of his or her personnel files. However, this appointment for review must be made through the Chief.

C. Whenever a written complaint concerning an employee or his or her actions is to be placed in this personnel file, a copy shall be made available to the employee and he or she shall be given the opportunity to rebut it if he or she so desires. The employee shall be permitted to place said rebuttal in his or her file.

D. When an employee rebuts and is found innocent of said complaint, the written complaint must be removed from the employees file, and any and all other files within five (5) working days.

E. All personnel files will be carefully maintained and safeguarded permanently and nothing shall be placed in or removed from there except as provided in Section D above or by mutual agreement.

F. Maintenance of the personnel files will be accordance with the Archives Laws of the State of New Jersey.

ARTICLE XXXI
PRINTING AND SUPPLYING AGREEMENT

A. This Agreement and any future agreement shall be copied and supplied to each employee by the Township within fifteen (15) calendar days of execution at no cost to the employee.

B. Contract to be prepared by the Association and distributed by the Township.

ARTICLE XXXII
STATUTORY AND LEGAL RIGHTS

A. Nothing contained herein shall be construed to deny or restrict the Township or the employee from the exercise of its or their rights under R.S. 34:13A, R.S. 40, 40A or any other

national, state, county or local laws or ordinances pertaining to the employees covered by this Agreement.

ARTICLE XXXIII
SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of the law or by court or other tribunal of competent jurisdiction following the valid adoption of this Agreement, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXIV
MAINTENANCE OF BENEFITS

A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement.

B. All rights, privileges, and working conditions enjoyed by the employees, beginning on the effective date of this Agreement, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement, unless changed by mutual consent.

ARTICLE XXXV
COURT APPEARANCES AND JURY DUTY

A. All employees shall be granted time off without loss of pay, vacation time or other compensatory time for mandated jury duty. The employee must be scheduled to work in order to receive administrative leave for jury duty.

B. Employees volunteering for jury duty shall not receive paid time off for jury duty.

C. Any employee required to appear in any court proceeding due to circumstances arising from their employment will receive their regular rate for the period spent in court. The employee shall also be reimbursed for all related travel expenses.

ARTICLE XXXVI
EMERGENCY LEAVE

A. Employees may be granted emergency leave for a bona fide emergency situation that requires their release or absence from work. All emergency leave will be charged, at the

employer's option, against the employee's personal, vacation time or sick time balance, when sick time is appropriate, such as for a medical appointment or a family member's illness.

ARTICLE XXXVII
FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. This Agreement shall not be modified in whole or in part by the parties except only by an instrument, in writing, executed by both parties.

D. It is the intent of the parties that the provisions of this Agreement will supersede all agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Township and the Association, for the life of this Agreement, hereby waive any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

ARTICLE XXXVIII
SUPERSEDING CLAUSE

A. This Agreement supersedes any and all other agreements, ordinances, resolutions and/or directives dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

ARTICLE XXXIX
TUITION & REIMBURSEMENT

A. The Township endorses a policy of self-improvement and supports and educational assistance program. Enrollment by the employee in any course for which he or she seeks reimbursement shall have the prior approval of the Chief.

B. One hundred percent of tuition, books and related materials will be paid for approved classes provided that employees seeking reimbursement shall submit receipts documenting expenditures before reimbursement will be paid and a grade of "C" or better is earned.

C. No employee shall receive reimbursement funds for expenses reimbursed by other any means.

D. The provisions of this Article shall be in accordance with TWP Code 40:16 D.

ARTICLE XL
FACILITIES AND PERSONAL LOCKERS

A. The Township shall provide and maintain male and female washroom and restrooms facilities that are in good repair and provide sanitary conditions to the employees.

B. The Township shall provide each employee a personal locker, which shall be mutually agreed upon by the Association and Township. Each employee's locker shall be located at the employee's work stations.

ARTICLE XLI
DISCIPLINARY ACTION

A. The Association and Township agree that a negotiated and mutually agreed upon disciplinary action code will be implemented.

B. The Association and Township also agree that any implemented disciplinary action code will be pursuant to the rules and regulations of the New Jersey Department of Personnel.

ARTICLE XLII
TRAINING, CERTIFICATIONS & CONTINUING EDUCATION

Conferences: Approval for outside conferences will be left up to discretion of Chief and/or the Township Manager.

Application process for conference attendance will be in accordance with a mutually agreeable departmental guideline.

Continuing Education: Full Time Employees will be entitled up to twenty four (24) hours per year of continuing education time to meet New Jersey Department of Health Office of Emergency Medical Services recertification requirements for Emergency Medical Technicians (EMT) and Paramedics (MICP).

Any other departmentally mandated training (i.e. OSHA, WMD, etc.)

Management has the right to schedule training during work hours.

FLSA requires that personnel be paid for training to retain certifications.

Fingerprinting, Background Checks and Drivers License Abstracts:

A. The Township will be responsible for all associated costs for Fingerprinting, Background Checks and Drivers License Abstracts associated with employment.


B. The Township will pay the associated costs for the upkeep of certifications or licensures and pay the associated costs for an employee, currently employed full time, to continue their employment.

ARTICLE XLIII
DURATION, TERM AND RENEWAL

THIS AGREEMENT shall be effective January 1, 2015 and shall remain in full force and effect through and including December 31, 2017. It shall automatically be renewed from year to year thereafter, 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 in full force and effect during the period of negotiations.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date first set forth above.

TOWNSHIP OF MOUNT LAUREL



Maureen Mitchell, Township Manager
Mount Laurel Township

Dated: 7/20/15



Irwin Edelson, Mayor
Mount Laurel Township

Dated:

IAFF LOCAL 3091 AFL-CIO, CLC



Danny Norman, President
IAFF Local 3091

Dated:

APPENDIX A
CLOTHING ALLOWANCE LIST

A. Probationary Full Time Employees Initial Issue:

- 3 - S/s Shirts
- 3 - L/s Shirts or Staff Shirts
- 3 - Pants
- 1 - Belt
- 1 - Name Plate
- 1 - Badge & Name Plate Holder
- 1 - Spiewak Jacket & Liner
- 1 - Badge
- 1 - Helmet & Goggles
- 1 - Protective Gloves

B. New Permanent Full Time Employees at the Successful Completion of Probationary Period) Additional Issue:

- 2 - S/s Shirts
- 2 - L/s Shirts or Staff Shirts
- 2 - Pants
- 3 - Staff Shirts
- 1 - Boots
- 1 - Spiewak Pants

C. Annual Uniform Allotment for Full Time Permanent Employees Who Have Not Received Issued Uniforms in Current Fiscal Year:

1. UNIFORM MAINTENANCE \$500.00 ANNUALLY in a separate check and will be considered taxable income. The Uniform Maintenance Check will be issued on or about January 1st of each contract year.

2. The Chief and/or his designee will request uniform replacement orders twice per year, for Spring/Summer and Fall/Winter uniforms. Other replacement, dress and optional items may be requested via the Chief of EMS throughout the year. Employees will remit a uniform needs list not to exceed the amounts listed below in any one year period.

3. The Township will furnish employees with uniforms as needed on a yearly basis. Each employee will have \$500.00 available for purchases of replacement and optional uniform items each contract year. The above amount will cover all items on the approved vendor bid list.

4. In addition, the township will provide if needed and requested; One (1) Replacement NFPA 1999 EMS Protective Jacket, Liner and Pants each (or equals) during the life of this contract; and one pair of replacement Approved NFPA 1999 Compliant Boots during the life of the contract. Employees have the option to pay the additional cost for boots that meet the NFPA 1999 safety requirements, if they wish to purchase an alternative boot to the ones being provided by the township. When alternative boots are purchased by the employee, the employee will submit the purchase receipt with NFPA 1999 Compliance documentation to the EMS Chief for reimbursement up to the cost of the boots being provided by the township.

D. The Township will be responsible for the cost of changes in uniform and replacement of uniforms damaged or contaminated in the line of duty.

E. THE DESIGNATED UNIFORM AND ALL COMPONENTS including uniform usage, will be mutually agreed upon by the Association and the Township in a Uniform policy.

APPENDIX B
SALARY PACKAGE

SALARY GUIDE
January 1, 2015 through December 31, 2017

	1/1/15 1.75% Increase	1/1/16 1.75% Increase	1/1/17 1.75% Increase
Starting Salary	\$42,500	\$43,243.75	\$44,000.52
O'Brien	\$43,243.75	\$44,000.52	\$44,770.53
Glendon	\$43,243.75	\$44,000.52	\$44,770.53
Brunges	\$44,754.77	\$45,537.98	\$46,334.89
Tomlinson	\$53,042.23	\$53,970.47	\$54,914.96
McManus	\$55,194.95	\$56,160.86	\$57,143.68
Byzek	\$67,944.02	\$69,133.04	\$70,342.87
Hamilton	\$71,464.39	\$72,715.01	\$73,987.53
McCourt	\$75,435.10	\$76,755.21	\$78,098.43

Effective January 1, 2015, the starting salary for all new hires shall be \$42,500, which shall be increased annually in accordance with the negotiated contractual percentage increases for the remaining term of the Agreement.

All negotiated increases in the above guide shall be paid retroactively to January 1, 2015.

Shift Differential:

- a. As compensation for employees working hours outside of the normal Township business hours of 8:00 a.m. to 4:00 p.m., Monday through Sunday, \$2,500 shift differential payment will be added to 2014 base salary for all unit members, including the starting salary for all new hires, and is reflected in the above salary guide.

Longevity:

a. Longevity is added to base on the year indicated only. Employees hired on or after January 1, 2012 are not eligible for Longevity.

b. The Longevity Guide will be applied for employees after their 10th full year of employment.

c. Longevity will be paid as follows:

1. Is to be added to the base salary of the employee.

2. Paid between the current anniversary date and next anniversary date.

d. Longevity Guide:

Total of \$ 800.00 after ten (10) years of continuous service initiated on the tenth anniversary date and prorated thereafter throughout the year.

Total of \$1600.00 after fifteen (15) years of continuous service initiated on the fifteenth anniversary date and prorated thereafter throughout the year.

Total of \$2600.00 after twenty (20) years of continuous service initiated on the twentieth anniversary date and prorated thereafter throughout the year.

Total of \$3600.00 after twenty-five (25) years of continuous service initiated on the twenty-fifth anniversary date and prorated thereafter throughout the year.

Total of \$4600.00 after thirty (30) years of continuous service initiated on the thirtieth anniversary date and prorated thereafter throughout the year.

2015 SEP 31 P 2:12
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