

AGREEMENT

BETWEEN

TOWNSHIP OF ROBBINSVILLE
MERCER COUNTY, NEW JERSEY

AND

ROBBINSVILLE TOWNSHIP PROFESSIONAL
FIREFIGHTERS ASSOCIATION

LOCAL 3786 of the
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO, CLC

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ARTICLE 1 - PREAMBLE

- 1.1 It is the purpose of this Agreement to achieve and maintain harmonious relations between the Township of Robbinsville, hereinafter referred to as the "Township," and the Robbinsville Township Professional Firefighters Association, IAFF Local 3786, AFL-CIO-CLC, hereinafter referred to as "Association," "Local," or "Union" to provide for equitable and peaceful adjustment of differences which may arise, established proper standards of wages, hours and other conditions of employment.

ARTICLE 2 - PUBLIC EMPLOYEES

- 2.1 The individual members of the Association are to regard themselves as public employees and as such, are to be governed by the highest ideals of honor and integrity.
- 2.2 The public and personal conduct of each individual member of the Association is to be such that they meet the respect and confidence of the general public.

ARTICLE 3 - RECOGNITION

- 3.1 The Township recognizes the Association as the exclusive bargaining agent for all full time and regular part time Emergency Medical Technicians ("EMT"), for the purpose of bargaining with respect to wages, hours of work, and other terms and conditions of employment.

ARTICLE 4 - WORKING RULES

- 4.1 This Agreement is not to conflict with the rules and regulations governing the operation of the Fire Department or work rules established by the Township.

ARTICLE 5 - LABOR REQUIREMENTS

- 5.1 The Association and its members agree to abide by the policies, rules and regulations of the Township and Fire Department.

ARTICLE 6 - BARGAINING UNIT

- 6.1 It is understood and agreed between the parties that the terms of this agreement shall prevail in identical manner with respect to all Emergency Medical Technicians.

ARTICLE 7 – DUES DEDUCTION / AGENCY SHOP

- 7.1 The Township agrees to deduct the dues, in accordance with the State Statutes and Regulations, of the members of the Association and send them to the Treasurer of the Association.
- 7.2 The Township agrees to issue a check every month for the member's dues deduction.
- 7.3 Any new permanent employee who does not join the Union within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit may pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in the amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fees at any time to reflect changes in the regular Union membership dues, fees and assessments provided, however, that in no event shall any such change exceed eighty-five (85%) percent of the regular Union membership dues, fees and assessment nor shall any such change be contrary to any provision contained in State Statute. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in the provision by the successor agreement between the Union and the employer. The Township's obligation to deduct this representation fee and to comply with the procedures set forth in this Article is contingent upon the submission of written consent by the EMT to do so on a form to be provided by the Union.

Should Federal or State law hereinafter provide for a change in the permissible scope of representation/agency fee clauses, the Employer and the Union agree to implement a union representation/agency fee clause to the maximum extent allowed by Federal and State law.

- 7.4 The Union agrees that it will indemnify and save harmless the Township against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Township at the request of the Union under this Article.

ARTICLE 8 – PLEDGE AGAINST DISCRIMINATION AND COERCION

- 8.1 The provisions of this Agreement shall be applied equally to all employees covered by this Agreement without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, sexual orientation, or membership in the Association. Both the Township and the Association shall bear the responsibility for complying with this provision of the Agreement.

- 8.2 The Township agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restraint or coercion by the Township against any employee because of Association membership.

ARTICLE 9 – UNION ACTIVITIES

- 9.1 The President and the negotiating committee, consisting of two members, shall be given time off for collective bargaining meetings with the Township's negotiating committee.
- 9.2 Union meetings shall be rescheduled if they conflict with Fire Department emergency, or training program.
- 9.3 The Union President and the Executive Delegate shall be given time off with pay for attendance at the regular monthly State Professional Firefighters Association of New Jersey meetings, Annual IAFF State Convention and the Annual IAFF International Convention. The Union Representative must notify the Township designee in writing at least thirty (30) days in advance of the scheduled meeting to facilitate proper manpower planning. The Township designee may require proof of attendance from the Representative.

ARTICLE 10 – SEVERABILITY AND SAVINGS

- 10.1 Should any part of this agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision. The parties agree to meet and negotiate a new provision to give the provision and this Agreement the intent the parties initially sought by inclusion.

ARTICLE 11 – DURATION

- 11.1 This Agreement shall be in force from the Origination Date of the EMS Service until December 31, 2026, and shall remain in full force and effect until a successor Agreement has been executed. The Origination Date shall be the date the Robbinsville Township EMS Service begins operation as a direct service provided by the Township of Robbinsville.

ARTICLE 12 – PENSION

- 12.1 The Township will provide all eligible career personnel with pension benefits under New Jersey Public Employees Retirement System.

ARTICLE 13 – UNIFORMS

- 13.1 The Township shall minimally supply each Full-Time employee with three (3) sets of work station uniforms upon initial hiring. Any replacement items must be purchased at the Township's cost and expense, as required due to ordinary wear and tear. Uniforms include three (3) short sleeve shirts, three (3) long sleeve shirts, three (3) short sleeve polo shirts, three (3) pairs of pants, one (1) jacket, five (5) T-shirts, patches and insignias as required by the Township and one (1) pair of station shoes.
- 13.2 If at any time the Township makes a uniform change, the cost of requiring each employee to change uniforms shall be the responsibility of the Township.
- 13.3 The Township will provide a complete Class A uniform to each full-time employee after completion of two (2) years of service, but replacement items must be obtained at the Employee's expense.
- 13.4 Each employee, upon termination of employment for any reason, shall return all Township issued clothing, equipment and supplies to the Township. The replacement cost of any such clothing, equipment and supplies not so returned shall be deducted from the employee's final pay. Upon retirement, the employee may keep his/her, Class A uniform, station uniforms and station shoes.

ARTICLE 14 – SENIORITY

- 14.1 The Township shall supply a seniority list, as certified by the Township and Union. Seniority shall be determined by continuous service as an EMT in the Fire Department calculated from the date of employment. Continuous service shall only be broken by resignation, discharge, retirement or transfer to a different job title within the township.

ARTICLE 15 – PROBATIONARY STATUS

- 15.1 All employees shall be on probationary status for the first twelve (12) months of their employment. At the discretion of the Township probationary status may be extended for an additional six (6) months if the employee is rated below Satisfactory, as per 15.4.
 - 15.1.1 Probationary Status shall be defined as a trial period used to determine an employee's character, skills and abilities in the job of EMT.
- 15.2 A probationary employee may be released from employment for any violation of this contract or Township policy without warning and may not challenge the removal through the arbitration clause of this collective negotiations agreement.

- 15.3 Employees on probation shall receive performance reviews at least every six (6) months.
- 15.4 Employee reviews will rate an employee either as Exceptional, Exemplary, Satisfactory, Marginal and Substandard. The basis of this rating shall include the employee's job performance, work ethic, knowledge, skill and ability. Reviews shall be conducted by the employee's shift supervisor (captain) and the Township's Fire Chief.
- 15.5 Employees receiving a rating of Substandard shall be released from service immediately and without recourse.
- 15.6 Employees receiving a rating of Marginal for two (2) consecutive reviews shall be released from service immediately and without recourse.
- 15.7 Employees receiving a rating of Marginal at their twelve (12) month review shall automatically be placed on probation for an additional six (6) months.
- 15.8 Employees receiving a rating of Exceptional, Exemplary or Satisfactory at their twelve (12) month review shall automatically be removed from probation status.

ARTICLE 16 – HOURS OF DUTY AND OVERTIME

- 16.1 Employees shall work an average of forty-two (42) hours during each week in accordance with the schedule set by the Township, provided the total number of hours remains the same or less. The work schedule shall be a "24/72" work schedule in accordance with the following terms:
 - a. The number of EMT's assigned will be determined by the Fire Chief.

The Township may change shift assignments on thirty (30) days' notice with just cause.
- 16.2 An Employee who is recalled to work shall receive a minimum of four (4) hours overtime, computed at time and one-half of the Employee's pay.
- 16.3 Any overtime worked as defined by the Fair Labor Standards Act shall be paid at time and one-half of the Employee's pay, in accordance with this Agreement.
- 16.4 Overtime shall be paid at time and one-half computed to the nearest quarter hour.

- 16.5 Off duty full-time employees shall be offered the “right of first refusal” for any vacancy. Including vacation leave, sick leave, all personal leave, all bereavement leave and all standbys/special event coverage.
- 16.6 Overtime shall be offered on a rotating basis starting with members of the opposite tour that needs be covered. The member with the least amount of overtime worked shall be called first, followed by the member with the next higher amount of overtime worked. The Township will provide an accurate and orderly worksheet to track overtime hours worked.
- 16.7 One (1) employee shall be granted scheduled time off on the same tour, given (1) position is filled with at least (1) Full-Time EMT.

ARTICLE 17 – HOLIDAYS

- 17.1 The Employees covered by this Agreement shall receive holiday compensation when working any hours on any holiday listed as follows:

New Year’s Day
Martin Luther King Jr.’s Birthday
President’s Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran’s Day
Thanksgiving Day
Friday after Thanksgiving Day
½ Day Christmas Eve Day
Christmas Day
½ Day New Year’s Eve Day

- 17.2 Holiday compensation shall be computed at a rate of one and one-half (1 ½) times straight hourly rate of pay for any hours worked by an Employee on any of the holidays listed in 17.1. Holiday compensation shall not be paid if hours are not worked on any of the holidays listed in 17.1.

ARTICLE 18 – WAGES

- 18.1 The annual salaries of all EMTs covered by this agreement shall be \$50,000.00, effective on the Origination Date of the EMS Service.
- 18.2 All employees shall receive an annual (cost of living) salary increase for calendar year 2026 in the amount of 2.0% beginning at the first full pay period of calendar year 2026.

ARTICLE 19 – VACATION TIME

- 19.1 Yearly vacation time will be as follows:
- (a) eight (8) hours per month or ninety-six (96) hours in a full calendar year of employment from date of hire to five (5) full years of employment.
 - (b) Upon completion of five (5) years of employment, one hundred forty-four (144) hours annually.
 - (c) Upon completion of ten (10) years of employment, two hundred sixteen (216) hours annually.
- 19.2 Requests for vacation days of two (2) consecutive shifts or more must be submitted in writing at least thirty (30) days before the requested days. Requests for any other vacation days must be submitted in writing at least five (5) days before the requested day or days. Requests for vacations for four (4) or more consecutive shifts must be approved by the Township Administrator.
- 19.3 Only one (1) year's vacation entitlement time may be carried over to the next year.
- 19.4 Employees can request vacation time use of twelve (12) hours or twenty-four (24) hours. Twelve-hour blocks may only be used from 7 am to 7 pm or from 7 pm to 7 am. Requests must be made at least five (5) days in advance.
- 19.5 Vacation time will not accrue if an employee is out on sick, injury or other leave for longer than thirty (30) calendar days, excepting the employee who is out on worker's compensation.
- 19.6 At retirement, employees will be paid unused vacation time pro rata to date of retirement.

ARTICLE 20 – INJURY LEAVE

- 20.1 Whenever an employee is incapacitated from duty because of an injury or ailment sustained in the performance of his duty or while attending required training or approved job related training he shall be entitled to Injury Leave for a maximum aggregated period of one (1) year at full pay at the rate of pay in existence at time of his injury, illness or disability; or until such time as he has been accepted for retirement by the PERS not to exceed one (1) year. Any payments of temporary disability insurance by the State or the Township's Workers Compensation Insurance Carrier shall be credited toward the full pay set forth above.
- 20.2 The Township may require that the injury, illness or disability be evidenced by a

certificate of a physician designated by the Township to examine the employee.

- 20.3 All Injury Leaves shall terminate when the physician appointed by the Township gives a full medical report as to the employee's physical condition and his fitness for duty.
- 20.4 An employee will be removed from injury Leave and charged with Sick Leave:
- (a) If the employee fails to report for a scheduled physician's appointment without good cause and without having first attempted to reschedule the appointment.
 - (b) If in the opinion of the physician the employee is able to return to light duty, if available, and fails to do so.
- 20.5 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 Township or 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 established such further period of disability and such findings by the Division of Worker's Compensation or the final decision of the last reviewing court shall be binding upon the parties.
- 20.6 During such leave the Township will maintain regular payments into medical and pension. Seniority, vacation benefits and pension credits shall be given for the time spent on such leave.

ARTICLE 21 – SICK TIME /PERSONAL TIME

- 21.1 Each Employee will receive a total of one-hundred and twenty (120) hours of sick leave per year.
- 21.2 An Employee may take sick time for any of the following reasons: Personal illness or physical incapacity. Attendance to members of the immediate family defined as parents, spouse or child whose illness requires the care of such Employee. Employees may also use up to forty (40) hours of sick leave per year for any of the purposes set forth in the Earned Sick Leave Act, N.J.S.A. 34:11D-3.
- 21.3 Any use of sick and/or personal time must be requested with a minimum of one (1) hour notice prior to the start of the assigned shift. Any use of sick and/or personal time utilized with less than one (1) hour prior notice will be subject to the department unauthorized absence/tardiness guideline and will be reviewed by the Fire Chief in accordance with the guideline.
- 21.4 Employees are subject to disciplinary action by the Township for the willful, malicious and negligent use of sick leave by the employee.
- 21.5 Sick time can be accumulated from year to year.

- 21.6 If an employee calls out sick for two (2) or more consecutive shifts a certification of illness must be submitted from the employee's physician.
- 21.7 Each employee will receive a total of twenty-four (24) hours of personal time.
- 21.8 Unscheduled sick and personal time may be used in increments required by the employee. Scheduled sick and personal time may be used in increments required by the employee, provided necessary shift coverage is obtained to maintain staffing levels.
- 21.9 An employee returning from sick leave may be evaluated by an occupational health physician of the Township's choosing.
- 21.10 Unused personal time will be rolled over into the Employee's Sick Time.
- 21.11 An employee on sick leave longer than thirty (30) calendar days will not accrue sick time until they return to work, and their yearly bank will be adjusted accordingly.

ARTICLE 22 - SPECIAL LEAVE

- 22.1 The Township shall grant leave with pay to an employee for the period of time he is required to appear before a court, judge, justice, magistrate or coroner as a plaintiff, defendant or witness only if related to his/her employment with the Township. No employee will be granted leave with pay under this provision if he/she is a plaintiff against the Township in any civil or administrative action.
- 22.2 The Township, upon request of an Employee and after reasonable written notice, may grant up to a one (1) year leave of absence without pay. Said leave may only be granted by the Township when the Township receives a written request signed by the Employee and endorsed by his immediate supervisor, and the decision shall be totally within the discretion of the Township. Any employee on special leave pursuant to this section will not accrue any time related benefits during the leave or seniority.
- 22.3 The Township shall extend health benefits, as described in Article 27 of this Agreement, to an employee on special leave at the expense of the employee.
- 22.4 An employee who returns from Special Leave will have his anniversary date advanced by the same time period that he was on said Leave.

ARTICLE 23 – BEREAVEMENT LEAVE

- 23.1 Any employee suffering bereavement by reason of death in his/her family including their spouse, children, parents, brothers, and sisters shall receive up to three (3) shifts from the day of death for the purpose of attending the funeral or arranging for personal affairs. Due

consideration will be given to special circumstances.

- 23.2 Any employee suffering bereavement by reason of death in his/her family including their grandparents, grandparent-in-laws, parent-in-laws and sibling-in-laws shall receive up to one (1) shift from the day of death for the purpose of attending the funeral or arranging for personal affairs. Due consideration will be given to special circumstances.
- 23.3 In the event of the death of an employee's nephew, niece, aunt or uncle, the employee will be granted leave for the services.
- 23.4 Any employee who is already off when bereavement leave is called for (this includes all types of time off except regular days off) shall have full bereavement leave granted and any time off affected shall be rescheduled at a later date.

ARTICLE 24 – MILITARY LEAVE / RESERVE DUTY

- 24.1 The Township agrees to give time off in accordance with State and Federal law to any member who is actively participating in reserve duty. One (1) weekend a month and two (2) weeks a year shall be provided as required by State and Federal law. A copy of the member's orders must be submitted with the request for time off.
- 24.2 A member must request in writing to the Township any additional time off required for reserve duty.
- 24.3 The Township agrees to give time off to any member having to do active military leave.
- 24.4 Where a member is deployed, said member shall be compensated by the Township pursuant to State and Federal law. For purposes of compensation, a "workday" shall be defined as eight (8) hours.

ARTICLE 25 – SHIFT EXCHANGE – MUTUAL

- 25.1 All exchanges shall be subject to review and approval by the Fire Chief or, in his absence, the Township designee.
- 25.2 The Township shall not incur any overtime obligation as a result of shift exchanges.
- 25.3 Employees shall be limited to initiating ten (10) mutuals per calendar year.
- 25.4 Mutuals shall not be used consecutively.

ARTICLE 26 – TRAINING

- 26.1 The cost of all training courses, which are necessary for the employees to maintain the minimum qualifications, certifications and/or licenses necessary to perform their regular

duties, shall be borne by the Township. The employer agrees to reimburse Emergency Medical Technicians (EMT) for recertification to maintain their EMT certification.

26.1.1 Courses such as, but not limited to, the following shall apply to the preceding paragraph of this article:

- (a) Emergency Medical Technician continuing education courses
- (b) CPR re-certification
- (c) Pre-Hospital Trauma Life Support re-certification
- (d) Medical and Health related courses at the discretion of the Fire Chief

26.1.2 Employees shall also be granted time off from regular duty to complete any required training courses, provided that their request for time off is made at least two (2) weeks in advance.

26.1.3 Upon dismissal from class, the employee shall immediately return to duty.

26.2 The Township may also authorize time off from regular duty for any other training courses that it approves. The cost of other training courses may also be borne by the Township, at the discretion of the Township.

26.3 Any fees, charges, or other expenses necessary for an employee to acquire or maintain required certifications or licenses shall also be borne by the Township.

26.4 Any mandatory drill or training course which an employee is required by the Township to attend on an employee's day off will constitute "call-back time," and employees will be compensated accordingly.

ARTICLE 27 – HEALTH BENEFITS AND HOSPITALIZATION

27.1 The Employer shall provide to all Employees, and in cases where it is appropriate, their families, the health care protection designated below. The insurance carrier shall be such carrier under the existing plan which may be selected by the Employer.

- (a) Insurance Services shall be provided by carriers selected by the Township. Prior to changing carriers, the Township will discuss said change with the Local and agree to provide coverage that is equivalent or better than existing coverage.
- (b) All employees shall be required to contribute towards the cost of the premium for all health insurance provided under this article pursuant to Public Law 2011, Chapter 78. Deductions will be made from the Employee's paycheck on a biweekly basis. This provision is not intended to include those Employees who waive their health care coverage by the Township. This contribution shall be deducted from the employee's regular pay and subject to the Employer's Section

125 Plan for tax purposes only.

- (c) Co-payments for primary care doctor visits; specialist doctor visits; and emergency room visits shall be the responsibility of the employee and shall not exceed \$25/\$35/\$55.
 - (d) Co-payments for outpatient surgery shall be \$100 and co-payments for inpatient hospital admissions shall be \$300, which are the responsibility of the employee. The Township will, however, upon submission of a receipt of payment of one of the co-payments in this paragraph, reimburse the employee \$100 per year.
- 27.2 Dental Insurance: Employees shall be provided with dental insurance under the same plan as provided to non-union employees and the Township shall pay the full cost for the basic dental plan for the employee and his/her dependents, if any. If the employee wishes to be covered by the premium dental plan, the employee must pay the difference in the cost between the basic plan and the premium plan. Dental coverage shall not be reduced during the life of this Agreement.
- 27.3 Vision Care: Employees will be eligible for vision care reimbursement in an amount not to exceed \$200.00, every two years, commencing after ninety (90) days of full-time employment. Reimbursement will be on amounts not previously covered under the employee's Health Benefit Coverage.
- 27.4 Prescription Drugs: A prescription drug plan shall be provided for Employees, which shall include a \$10 co-pay provision for generic drugs, \$40 for preferred brand drugs and \$60 for non-preferred brand drugs.
- 27.5 The Township will continue coverage of medical insurance as currently provided in paragraph 27.1 of this Article, dental care as described in paragraph 27.2 of this Article, vision care as described in paragraph 27.3 of this Article, and prescription coverage as currently provided in paragraph 27.4 of this Article, in the event of the death of the employee, for the employee's spouse and dependent children.
- 27.6 Employees who opt out of the Township's health benefits plans, whether active or retired, shall be allowed to re-enroll in retirement and change coverage level, if applicable, upon a change in circumstance, under the same terms and conditions, including contribution levels, that would have been applicable at retirement.
- 27.7 In the event that an employee is killed in the line of duty or dies from injuries sustained while in the performance of his duties, the Township shall pay, without delay, the sum of ten thousand dollars (\$10,000) toward funeral expenses to the employee's surviving family regardless of the amounts paid for such expenses from other sources.

ARTICLE 28 – SICK TIME BUYBACK

- 28.1 Upon retirement (disability or ordinary) an Employee shall receive as retirement leave, seventy five percent (75%) of salary of the accumulated sick leave based on their current base salary. There shall be a \$15,000 limit on the maximum payment. Written notification shall be submitted to the Township Administrator prior to the Township's budget adoption and at least six (6) months prior to retirement; otherwise the employee will have to wait until the next budget year for payment of accumulated unused sick time under this Article.

ARTICLE 29 – WEATHER CONDITIONS

- 29.1 Employees will not be required to perform routine outside activities when elements are of extreme conditions with the exception of emergency responses. Extreme conditions represent temperatures equal to or below 32 degrees and equal to or above 95 degrees. In addition, such duties will not be performed under conditions of extreme rain, snow or winds.

ARTICLE 30 – STAFFING

- 30.1 Staffing for each tour will be determined by the Fire Chief.

ARTICLE 31 – PERSONNEL FILES

- 31.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the Township Human Resources office and may be used for evaluation purposes by the Township.
- 31.2 Upon advance notice at reasonable times, any member of the Fire Department may review the personnel file. However, this appointment for review must be made through Human Resources or his/her designated representative at times mutually convenient.
- 31.3 Whenever a written complaint concerning a member or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if disciplinary action is taken based on any complaint, then the employee shall be furnished with all known details of the complaint, including the identity of the complainant.
- 31.4 All personnel files will be carefully maintained and safeguarded permanently.
- 31.5 All complaints or disciplinary action records placed in an Employee's personnel file shall

remain permanently in an employee's personnel file.

ARTICLE 32 – GRIEVANCE AND ARBITRATION PROCEDURE

- 32.1 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 employment and to resolve grievances as soon as possible so as to assure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.
- 32.2 The term “grievance” as used herein means any controversy arising over the interpretation, application, or violation of policies, agreements, and administrative decisions affecting the terms and conditions of employment and may be raised by an employee(s), the Union or the Township
- 32.3 Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement, except for other procedures established by statute or regulation, and shall be followed in its entirety unless any step is waived by mutual consent.

The Union shall have the right to process a grievance at any step with or without the consent of the aggrieved employee. Such intervention shall be according to the provisions of this Article. Every employee must immediately notify the President of the Union or a Union representative appointed by the President if a controversy appears to be a grievance before any action is taken by the employee. A representative of the Union shall be present at any meeting held with regard to a grievance unless an employee has written authorization from the Union to meet without a Union representative present.

A grievance initiated by the Township shall be filed directly with the Union within ten (10) calendar days after the event-giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance, exclusive of Saturdays and Sundays, between the representatives of the Township and the Union, in an earnest effort to adjust the differences between the parties. If the Township fails to act within ten (10) calendar days, this shall be deemed an abandonment of the grievance. If the parties did not resolve the grievance, then either party can submit the grievance to arbitration under Step Three of this Article within ten (10) calendar days after the last meeting was held resolve the grievance.

STEP ONE:

An aggrieved party shall institute action by notifying the Fire Chief in writing within ten (10) calendar days of the occurrence of the grievance or within ten (10) calendar days of the actual or implied knowledge of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved party and the Township, for the purpose of resolving the

matter informally. Failure of the aggrieved party to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

The Fire Chief shall respond to the grievance, in writing, within ten (10) calendar days after the receipt of such grievance.

In the event of the failure of the Fire Chief to act in accordance with the provisions of "Step One," paragraph "2" above, or in the event an answer by him in accordance with provisions thereof is deemed unsatisfactory by the aggrieved party, then within ten (10) calendar days of receipt of notification of an answer or when a notification should have been received, said aggrieved party may appeal to the Mayor (Step 2). Failure of the aggrieved party to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP TWO:

In the event the grievance is not settled at Step One, the same shall be reduced to writing by the aggrieved party and filed with the Mayor.

Within ten (10) calendar days following the next regularly scheduled Township Council meeting after the receipt of the grievance (unless a different period is mutually agreed upon) the Mayor shall advise, in writing, the aggrieved party and his representative of his answer.

In the event of the failure of the Mayor to act in accordance within the provisions of "Step Two," paragraph "2" above, or in the event an answer by him in accordance with provisions thereof is deemed unsatisfactory, the aggrieved party within ten (10) calendar days of the receipt of the answer or from when such answer should have been received, may appeal to an arbitrator for a determination of the grievance.

STEP THREE:

If the grievance is not settled by Step Two, the Union or the Township shall have the right within ten (10) business days of receipt of the answer at Step Two to submit such grievance to an arbitrator. The arbitrator shall be selected in accordance with the Rules and Regulations of the New Jersey Public Employment Relations Commission. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on all parties. The arbitrator shall not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall share equally in the cost of the arbitrator.

ARTICLE 33 – DISCIPLINE AND DISCHARGE

33.1 No Employee shall be disciplined or discharged without just cause.

33.2 Disciplinary action may be taken against any employee when it is believed that the employee is not conforming to the letter or spirit of Township policies; or to specific

instructions given to him; or has acted improperly, dishonestly, immorally, illegally; or has violated any of the rules, regulations, policies, and procedures. All discipline will be corrective in intent and progressive in nature when appropriate. It is agreed that in cases of egregious misconduct, progressive discipline need not be followed.

33.3 Depending on the seriousness of the matter, disciplinary action against employees shall be in following forms:

- (a) Informal verbal reprimand by Fire Chief, Captain, or Township designee.
- (b) Written reprimand from Fire Chief, or Township designee.
- (c) Suspension from duty with pay by Township.
- (d) Suspension from duty without pay by the Township.
- (e) Demotion of employee by the Township.
- (f) Discharge from duty by the Township.

33.4 Where the Township or designee may impose discipline, written notice of such discipline shall be given to the employee prior to imposition of said penalty. Such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline. The name of the employee who is notified of disciplinary action, shall be transmitted to the Union within seventy-two (72) hours after such notice.

It will not be necessary to provide written notice if immediate disciplinary action is warranted, such as a gross violation of law.

33.5 With the exception of Section "33.3" Paragraph "a" above, and Section "33.3" Paragraph "b" above, a hearing may be held to investigate the charges prior to imposition of discipline or discharge.

(a) At least seven (7) days before the hearing, the employee and Union shall be notified in writing of the charges, and the time and place of the hearing.

(i) No tape recording of such procedure shall be made without notification to the employee.

(ii) There shall be no presumption of guilt.

(iii) The employee shall have the right to be accompanied and represented by the Union and/or legal counsel.

(iv) The employee shall also have the right to be accompanied and represented by the Union and/or legal counsel during any questioning concerning the charges, which takes place prior to a hearing.

(b) The employee and the Union shall be entitled to a copy of the transcript and/or the tape from the hearing at no cost.

(c) With the exception of an employee who commits a serious criminal offense, substantial failure to conform to the requirements of this article shall render the discipline or discharge null and void.

ARTICLE 34 – LEGAL DEFENSE

- 34.1 The Township will provide employees with the means as a defense as required by N.J.S.A. 40A:14-28, unless the Township determines that the employee's conduct was outside the scope of his employment. Where employer provides defense, employee must use Employer's legal counsel. If employee selects his/her own attorney, employee will be solely responsible for fees and costs. The Township will indemnify the employee in such a case, consistent with N.J.S.A. 59:10-1 et seq., unless the employee's conduct was a wanton or willful dereliction of duty, constitutes fraud, malice, willful misconduct or an intentional wrong.
- 34.2 As part of the general liability insurance coverage provided by the Township, the Township shall provide EMTs with professional malpractice insurance.

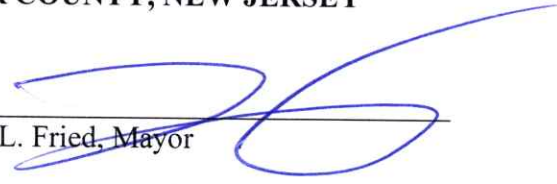
ARTICLE 35 – MISCELLANEOUS PROVISIONS

- 35.1 The Township shall maintain workers compensation insurance for all employees.
- 35.2 Each employee may be required to submit to an annual physical. Said physical will be paid for by the Township.
- 35.3 The Township Health Department and/or the Township Occupational Health Provider shall be responsible for the inoculation and testing of all EMTs against Hepatitis-B, Tuberculosis and other communicable diseases.
- 35.4 EMTs may be assigned to perform EMS duties, preparation of equipment and training, care and maintenance of EMS equipment and apparatus, rescue, non- structural repairs of minor nature, maintenance and housekeeping, and public details such as health prevention and awareness.

Signatures Appear on the Next Page

**TOWNSHIP OF ROBBINSVILLE
MERCER COUNTY, NEW JERSEY**

By: _____
David L. Fried, Mayor



Date: 1/16/25

By: _____
Bruce R. Darvas, Business Administrator



Date: 1/16/25

**ROBBINSVILLE TOWNSHIP PROFESSIONAL
FIREFIGHTERS ASSOCIATION
LOCAL 3786 OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC**

By: _____
Nicholas D'Alonzo, President

Date: _____

By: _____
Nicholas Lombardi, Vice President

Date: _____

**TOWNSHIP OF ROBBINSVILLE
MERCER COUNTY, NEW JERSEY**


By: _____
David L. Fried, Mayor

Date: _____


By: _____
Bruce R. Darvas, Business Administrator

Date: _____

**ROBBINSVILLE TOWNSHIP PROFESSIONAL
FIREFIGHTERS ASSOCIATION
LOCAL 3786 OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC**

By: 
Nicholas D'Alonzo, President

Date: 1/8/25

By: 
Nicholas Lombardi, Vice President

Date: 1/8/25