

AGREEMENT

between

TOWNSHIP OF EWING

and

EMERGENCY MEDICAL TECHNICIANS

FIREFIGHTER'S MUTUAL BENEVOLENT

ASSOCIATION

FMBA LOCAL 393

JULY 1, 2008 THROUGH JUNE 30, 2012

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	AGREEMENT	
I	1.01 Recognition	1
	1.02 Equal Treatment & Nondiscrimination	1
	1.03 Union Representation	2
	1.04 Dues and Deductions	2
	1.05 Agency Shop	2
	1.06 Indemnification/Safe Harmless Clause	3
	1.07 Union Business	3
II	2.01 Management Rights	3
III	3.01 Township Seniority	5
	3.02 Divisional Seniority	5
	3.03 Loss of Seniority	5
	3.04 Probationary Employees	5
	3.05 Layoff	6
	3.06 Right of First Refusal	6
IV	4.01 Sick Leave	7
	4.02 Bereavement Leave	8
	4.03 Occupational Injury	9
	4.04 Maternity Leave	11
	4.05 Military Leave	12
	4.06 Witness Leave	12
	4.07 Jury Duty	12
	4.08 Non-Paid Leave of Absence	13
V	5.01 Grievance Procedures	13
VI	6.01 Hours of Work Week	15
	6.02 Work Schedule	16
	6.03 Over Time	16
	6.04 Pay Scales or Rates of Pay	17
	6.05 Meal Allowance	17
VII	7.01 Holidays	17
VIII	8.01 Vacation Leave	20
IX	General Provisions	20
	9.01 Invalidity	20
	9.02 Rules and Regulations	20
	9.03 Contagious Diseases	21

ARTICLE	TITLE	PAGE
	9.04 Lateness and Absence	21
	9.05 Contracting Work Out	21
	9.06 Emergencies	21
	9.07 Emergency Day Off	22
X	Insurance – Medical and Hospital Benefits	
	10.01 Medical Insurance	22
	10.02 Retiree Benefits	22
	10.03 Co-Pay	22
	10.04 Optical	23
	10.05 Dental	23
XI	11.01 Access to Personnel Folder and Evaluations	24
XII	12.01 Personal Days	24
XIII	13.01 Membership Packets	25
XIV	14.01 In-Service Training	25
XV	15.01 Wages	26
	15.02 Uniform Allowance	27
	15.03 Longevity	28
XVI	16.01 Term of Contract	29
XVII	17.01 Separability and Savings	29
XVIII	18.01 Fully Bargained	30
APPENDIX A.	Wages	
APPENDIX B	Township Issued Equipment	

AGREEMENT

This agreement, is made and entered into this ____ day of _____, 2008, by and between the **TOWNSHIP OF EWING**, Mercer County, State of New Jersey, hereinafter referred to as the “Employer”, and the **FIREFIGHTER’S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 393**, (Emergency Medical Technicians) having its principal office at 79 Main Blvd., Ewing, NJ 08618 (hereinafter referred to as the “Union”).

WITNESSETH

WHEREAS, it is the desire of the parties to promote mutual cooperation and harmony and to formulate rules for the guidance of the parties;

NOW THEREFORE, in consideration of the mutual promises made by each of the parties to the other and good and valuable consideration in the promises, the parties hereto agree as follows:

ARTICLE I

SECTION 1.01

RECOGNITION: The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of collective negotiations of salaries and wages, hours of work and other fringe benefits, terms and conditions of employment for all full time permanent and full time provisional employees, permanent part time and provisional part time employees (defined as employees who must work a minimum of twenty (20) hours per week), in the title of Emergency Medical Technician, and for such additional classifications as the parties may later agree to include.

SECTION 1.02

EQUAL TREATMENT AND NONDISCRIMINATION: The Employer and Union agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, sexual preference, religion, political affiliation, physical handicap, marital status, union membership or union activities. However, the Union and Employer agree that employees of the unit must be able to “meet physical requirements of the position as set forth in the New Jersey Department of Personnel Job Description”, and any future revisions thereto.

The Employer and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of union membership or non-membership.

SECTION 1.03

UNION REPRESENTATION:

- A. Representation of the Union, who are not employees of the Employer, shall be admitted on the premises of the Employer for Union business solely and by the Representative presenting himself or herself to the present Division Head or his/her designee prior to the discussion of Union business.
- B. The Employer agrees to recognize a maximum of (2) Union Representatives, a President and a delegate. One such Representative shall be granted a reasonable amount of time during his/her working hours, without loss of pay, to present, discuss and adjust a grievance with the Employer.
- C. The Representative shall notify his/her immediate supervisor of, and request permission to investigate any grievance. Such permission shall not be unreasonably denied.

SECTION 1.04

DUES AND DEDUCTIONS: Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her paycheck. This deduction will be submitted to the Union Official so designated in writing to receive such deductions. The Union will notify the Employer, in writing of the exact amount of such regular membership dues to be deducted.

This authorization may be withdrawn by such person holding employment at any time by filing written notice of intent to withdraw with the Employer's Payroll Division. The filing of notice of withdrawal shall be effective to halt deduction as of July 1st next succeeding the date on which notice of withdrawal is filed.

SECTION 1.05

AGENCY SHOP: The Employer agrees to deduct from the pay of each employee covered by this Agreement who does not furnish written authorization for deductions of Union dues an amount equal to eighty-five percent (85%) of union dues, commencing on the 1st pay after the completion of thirty (30) calendar days following the beginning of the employee's employment in a bargaining unit position.

Deduction of Union dues and agency fees made pursuant hereto shall be remitted by the Employer to F.M.B.A. Local 393 Treasurer, by the tenth (10th) day after the deductions are made.

SECTION 1.06

INDEMNIFICATION/SAFE HARMLESS CLAUSE: The New Jersey State Firefighter's Benevolent Association Local 393 does and shall indemnify, defend and save harmless the Employer against any and all claims, fees, demands, costs, suits, and/or other forms of liability that shall arise out of any deductions provided for under the provisions of Article I. Section 1.04, 1.05 or Article I.

SECTION 1.07

UNION BUSINESS:

- A. Collective bargaining with respect to rate of pay, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agents for each of the parties.
- B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.
- C. A designee of the Union and not more than two additional members of the Union shall participate in collective bargaining meetings called for the purpose of

negotiating collective bargaining agreements; provided, however, that not more than one of the above persons shall be on duty during the course of said negotiations without loss of pay, for said collective bargaining meetings, and no such person on duty shall be excused from work assigned.

- D. The Union President, Vice President, State Delegate or a designee shall be permitted, without loss of pay, to attend the annual FMBA State and Educations Convention's not to exceed six (6) days each.
- E. The Employer also agrees to grant one union representative, without loss of pay, to attend nine (9) FMBA monthly meetings.
- F. Whenever an Emergency Medical Technician of an organized Emergency Medical Services Department in the State of New Jersey (organized meaning an employee of a government entity in the State) is killed in the line of duty, one (1) off duty EMT member shall be provided with a Supervisor's EMS vehicle and be permitted to utilize same to attend the funeral of the deceased EMS employee. The use of the vehicle shall not be unreasonably withheld; however, denial of use due to shortage of vehicles to respond to emergencies shall not be viewed as unreasonable.

ARTICLE II

SECTION 2.01

MANAGEMENT RIGHTS: It is recognized that the management of the Employer, the control of its properties and the maintenance of order and efficiency, is solely the responsibility of the Employer. Accordingly, the Employer retains, without limitation, the rights to select and direct the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer staff within the department, to determine the amount of overtime worked, to relieve employees from duty because of lack of work, decide the number and locations of its facilities, stations, etc., determine the work to be performed within the Union, maintenance and repair needs, amount of supervision necessary, machinery and tool equipment required, methods and schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, purchase services of others by contract or otherwise, except as they may be otherwise specifically limited in this Agreement. No employee will be

disciplined for the Employer's failure to provide any necessary machinery, tools and/or equipment.

ARTICLE III

SECTION 3.01

TOWNSHIP SENIORITY: Township Seniority is defined as an employee's continuous length of service with the Township, beginning with his or her latest date of hire.

SECTION 3.02

DIVISIONAL SENIORITY: Divisional Seniority is defined as an employee's continuous length of service in a Division of the Township beginning with the employee's latest date of hire.

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

The Employer shall promptly advise the appropriate Union Representative of any change, which necessitates amendments to the seniority list.

SECTION 3.03

LOSS OF SENIORITY: Continuous service for seniority purposes shall be broken for any of the following reasons:

- A. Discharge for just cause.
- B. Voluntarily quitting employment.
- C. Failure to report as required following the expiration of an approved leave of absence, unless the employee has a justifiable reason for his or her inability to report.
- D. Absence from work without report for five (5) consecutive working days unless reasonable and satisfactory excuse for not having notifies the Employer is presented.

SECTION 3.04

PROBATIONARY EMPLOYEES: Newly hired employees shall be considered probationary employees in accordance with the guidelines established from time to time by the New Jersey

Department of Personnel. Such employees may, during the probationary period, be terminated at any time without any recourse whatsoever. Upon completion of the probationary period, an employee's seniority shall be his or her date of commencement of employment, including the probationary period, for purposes of benefits.

SECTION 3.05

LAYOFF:

- A. When it is necessary to layoff employees of the unit, the Union shall be notified at once and the State of New Jersey Department of Personnel rules shall apply setting forth layoff and recall procedures.
- B.
 - 1. Total Township Seniority shall be the determining factor in identifying those to be affected from a layoff or demotion of a permanent employee within the union and layoffs or demotions shall be implemented in inverse order of hiring (those hired last being laid off or demoted first) provided the employee has the necessary qualifications, skills and abilities for the work available.
 - 2. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications, skills and abilities to perform the duties of the vacant position unless such employees on recall refuse to accept such employment.
- C. The Employer shall maintain an accurate up-to-date seniority roster showing each employee's date of hire, classification and pay rate, and shall furnish copies of same to the union upon reasonable request.
- D. The Employer shall promptly advise the appropriate union representative of any changes, which necessitates amendments to the seniority list.

SECTION 3.06

RIGHT OF FIRST REFUSAL: Any time that all or part of a shift which has been vacated due to sick leave, personal leave, vacation leave, or other authorized leave will cause the Division of Emergency Medical Services to have less than the minimum number of personnel on-duty on the ambulance; or any time that the Division of Emergency Medical Services will be required to staff additional units for event standbys then those shifts will need to be covered. Off duty full

time employees shall be offered the “right of first refusal” with regard to any such situation. That is, off duty full time employees must be offered overtime for open shifts prior to the calling of per diems to cover those shifts. No per diems may be called unless all off duty full time employees refuse the overtime or off duty employees cannot be contacted. Overtime shifts will be offered to qualified off duty employees on a seniority basis.

ARTICLE IV

SECTION 4.01

SICK LEAVE:

- A. Sick leave for permanent employees shall accumulate on the basis of one (1) day per month from the date of hire until the expiration of one (1) full year of employment of said employee, and thereafter fifteen (15) days per year pro-rated from the employee’s anniversary date through the end of that calendar year.
- B. Sick days are credited to all permanent employees in advance January 1st of each year after completion of the first full year of employment. However, it must be understood that these days are credited anticipating the employee will work the full twelve (12) months during the year. If not, then the sick days shall be pro-rated from the employee’s anniversary date that year through the end of the calendar year.
- C. Should an employee retire, otherwise separates his/her employment in good standing (IGS) or dies, the employee, or his/her estate, shall be entitled to be paid his/her accumulated sick pay allowance provided that sick pay for the year of retirement, separation (IGS) or death shall be pro-rated upon the number of months actually worked.
- D. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee’s credit from year to year to be used if and when needed for such purpose.
- E. All requests for sick time off must be called into the Division Office prior to the start of the regular workday. Failure to call in or give appropriate notification may result in disciplinary action. Continued neglect of this requirement will result in suspension and/or removal.

- F. The Division Head or his/her designee may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable at the discretion of the Division Head. Such proof of illness, if so required, shall consist of documentation by a certified physician containing the physician's signature. Abuse of sick leave shall be cause for disciplinary action up to and including removal.
- G. Sick time shall not be used in conjunction with vacation or personal days.
- H. Sick leave credits shall continue to accrue while the employee is on an approved leave with pay. Credits shall not accrue while an employee is on any leave without pay, except military leave.
- I. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, not work connected. It is not to be used for personal business, and if same is improperly used, the employee will be subject to disciplinary action.
- J. Permanent employees will be permitted to use his/her sick leave for emergencies incurred by members of their immediate family in accordance with the Department of Personnel's definition of immediate family and in accordance to the State and Federal regulations under the Family Medical Leave Act, (FMLA).
- K. Employees leaving work for reasons of sickness, illness or injury, not work related, who have worked less than four (4) hours shall be charged for a full sick day; if they have worked four (4) hours or more, than they shall be charged for one-half sick day; if they leave work with one hour or less remaining on their shift, they shall not be charged for any sick time.

SECTION 4.02

BEREAVEMENT LEAVE:

- A. In the event of the death of a member of the immediate family of any employee covered by this agreement, (the term immediate family being defined for purposes of this Section 4.02 to mean; mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, grandparents and other relatives who are living in the household of the employee at the time of their death), said employee shall be excused from work from the date of death until the day of the burial inclusive; however, no more than

five (5) consecutive days shall be granted. The employee will be paid his or her daily rate of regular pay for any such days of excused absence, which occur during his or her normal workweek.

- B. In the even of the death of an employee's brother-in-law, sister-in-law, aunt, or uncle, the employee will be excused for the day of the funeral/burial with pay if he or she is schedule to work that day.
- C. It is intended that the above payment be made for such period only that the employee would actually have been working to the end that an employee would either receive the death benefits hereunder or holiday pay, vacation pay, military pay, jury duty pay, or disability benefit as the case may be. The above provision is intended to mean to attend the funeral of the immediate family as specified above.
- D. Employees will be required to submit proof of death for the purpose of receiving payment under Sections A, B and C.

SECTION 4.03

OCCUPATIONAL INJURY:

- A. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury, will be reimbursed to the date of injury, when substantiated by the Township Physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Worker's Compensation paid under the New Jersey Worker's Compensation Act, for temporary disability. Such leave shall be limited to a maximum of One Hundred Thirty-Five (135) working days from the date of injury effective July 1, 2008 to June 30, 2012.
- B. In the event that an injured employee receives temporary disability under worker's compensation during the course of the aforementioned One Hundred Thirty-Five (135)working days, he/she is to endorse said draft payable to the Township of Ewing solely and is to tender said draft to the Finance Officer of the Township of Ewing. Said tender of draft tot the Township of Ewing will be in way of reimbursement to the Township toward payment to the injured employee's full salary during the course of the aforementioned One Hundred Thirty-Five (135) working days. In the event that

the injured employee does not endorse and turn over the aforementioned draft to the Finance Officer of the Township of Ewing, he/she shall not then receive full pay but only the difference between the compensation pay and his/her full pay during the One Hundred Thirty-Five (135) working days effective July 1, 2008 to June 30, 2012.

- C. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.
- D. All employees who incur a job related injury must immediately report said injury to his/her supervisor. A Report of Injury form must be completed by the employee and his/her supervisor will prepare the Supervisor's Report of Injury form immediately after the injury occurs. Forms must be submitted to the Division Head or his/her designee for review and signature. The Division Head will then as soon as possible submit the report to the Administration Office for disposition to the Worker's Compensation Administrator. In order to have all claims properly reviewed and acted on they must be submitted in a timely fashion; delay may cause the claim to be rejected.
- E. Upon determining the seriousness of the initial injury, the employee either will be taken to the Township Physician's Office or may immediately have to be transported to the local hospital for treatment. The Division Head or his/her designee will immediately notify the Township Physician and further treatment of the injury will be prescribed by him. The Township Physician will be required to provide information on the employee's status after preliminary examination and treatment of the employee's injury.
- F. The Division Head must record sick time off until the claim has been authorized as work related by the Township Insurance Carrier. Through submission of the accident report, appropriate notification will be provided to the Township's Worker's Compensation Administrator further review and investigation of the injury. If the injury is determined to be work related, accident time off will then be applied to the employee's personal record. The Township will use its best efforts to secure a prompt determination as to compensability.

- G. Recommendations for specific medical care and/or extended treatment will be prescribed by the Township Physician with notification to the Worker's Compensation Administrator's Service. Other pertinent information, regarding the injury and prescribed technical treatment, will also be submitted to the Worker's Compensation Administrator for his review and file.
- H. The doctor's office will prescribe care for the injury and progress of same will be submitted to the Administrator's Office in a timely fashion. The Division Heads from time to time may request information from the Township Physician such as length of time off for injury and/or questions, which may pertain specifically to the type of injury.

SECTION 4.04

MATERNITY LEAVE: Maternity leave applies to female employees only. The female employee shall advise the Employer in writing of a pregnancy. The rights of a female employee shall include but not be limited to the following provisions:

- A. The employee shall be permitted to work as an EMT so long as such work is permitted by a doctor's note. The employee's assignments shall be at the discretion of the Division Head. The doctor shall be a physician of the female employee's own choosing. However, the Employer reserves the right to require the female employee be examined by and approved for duty by the Township Physician.
- B. In addition to the other Provisions of this Article, the female employee shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits, which she may have during the period of her pregnancy and the period following childbirth. Any request for such use shall be in accordance with established departmental policy regarding requests for use of time benefits.
- C. A female employee with one (1) year or more of service shall be granted, upon thirty (30) days written notice, maternity leave without pay for up to six (6) months duration and shall be returned to work without loss of prior seniority, or prior benefits, provided that she notifies the Township Personnel Office in writing no later than after three (3) months of leave that she intends to return to work.

- D. The female employee shall be entitled to all benefits normally provided to union members during maternity leave provided for in this Article, consistent with applicable laws and regulations relating to employee benefits.
- E. Upon return to active duty status, the female employee shall be entitled to be placed in the same position, which she held before departing on maternity leave.

SECTION 4.05

MILITARY LEAVE: Leave for military purpose shall be granted to the Employee in accordance with the State of New Jersey Department of Personnel rules and regulations and/or in accordance to the New Jersey State Statutes.

SECTION 4.06

WITNESS LEAVE: When an employee who is subpoenaed to appear as a witness in a Court of Law, the employee shall be paid his/her regular pay during such appearance under the following circumstances:

- A. The employee is subpoenaed to testify as a witness at trial for the Employer.
- B. The employee is subpoenaed to testify as a witness to an event which he/she observes during and arising out of the course of his/her employment.

Reasonable travel time to and from the court shall be included in determining the payment due to the employee.

SECTION 4.07

JURY DUTY: In the event that an employee is called to jury duty, the employee will be granted time off as the court requires. The employee's absence from work will not be counted against their regular vacation period or sick leave accumulation. The employee will be paid only from the time required to serve on jury duty, and if there are times the employee is not scheduled for jury duty, then and in that case, the employee must report for work. All requests for jury duty leave must be filed with the Division Head prior to leave. If the employee is released from jury duty on or before 10:30am on any morning, he/she is to return to work immediately following his/her lunch period.

SECTION 4.08

NON-PAID LEAVE OF ABSENCE: Leave of absence without pay shall be at the discretion of the Employer. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits, provided however, that sick leave and vacation leave and longevity credits shall not accrue with the exception of those on military leave.

ARTICLE V

SECTION 5.01

GRIEVANCE PROCEDURE: Any grievance or dispute, which may arise between the parties, including the application, meaning, or interpretation of the Agreement, shall be settled in the following manner:

STEP 1: The Union, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate Supervisor within five (5) working days of the date of the occurrence of the grievance. The Supervisor shall attempt to adjust the matter and shall respond to the Union within three (3) working days. However, in the event that the employee has a grievance against his/her Supervisor, Step 1 may be waived and the employee may proceed immediately to Step 2. If the grievance or dispute is not taken up in accordance with this provision within five (5) days of its occurrence or within five (5) working days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned.

STEP 2: If the grievance has not been settled, it shall be presented in writing to the Division Head within five (5) days after the supervisor's response is due. The Division Head shall respond to the Union in writing within three (3) days. If the grievance is not presented in writing in accordance with this stipulation within five (5) days, it shall be deemed abandoned. The employee may be represented by the Union President or his/her designee. Time lost from work to process grievance, and such discussions or meetings by the grievant and Local Union President or his/her designee will result in no loss of pay.

STEP 3: If the grievance still remains unsettled, it shall be presented to the Department Head in writing within seven (7) days after the response of the Division Head is due. The Department Head shall respond in writing within five (5) days. If the grievance is not presented in writing, in accordance with this provision within seven (7) days, it shall be deemed abandoned. The employee may be represented by the Local Union President or his/her designee. Time lost from work to process grievance, and such discussions or meetings by the grievant, local president or his/her designee will result in no loss of pay.

STEP 4: If the grievance still remains unsettled, it shall be presented to the Business Administrator, in writing, within seven (7) days after the response of the Department Head is due. The Business Administrator shall respond within fifteen (15) days. If the grievance is not presented, in writing, in accordance with this stipulation within seven (7) days, it shall be deemed abandoned.

STEP 5: If the grievance still remains unsettled it shall be presented to the Mayor, in writing, within seven (7) days after the response of the Business Administrator is due. The Mayor shall respond within thirty (30) days. If the grievance is not presented, in writing, in accordance with the provision, within seven (7) days, it shall be deemed abandoned.

STEP 6: If the grievance still remains unsettled, the Union may, within ten (10) days after the reply of the Mayor is due, by written notice to the Mayor, request advisory non-binding arbitration. In the event advisory, non-binding arbitration is not requested within ten (10) days, the grievance shall be deemed abandoned, and the matter may not then thereafter be arbitrated.

The advisory, non-binding arbitration proceedings shall be conducted by an impartial arbitrator to be selected by the employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service of the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name, the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the impartial arbitrator shall be non-binding and advisory to both parties. The impartial arbitrator shall be requested to issue his/her decision within thirty (30) days after conclusion of testimony and argument and upon his/her closing of the matter.

The expense for the arbitrator's services shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings it may cause the same to be made, providing it pays for the record and makes a copy available, without charge, to the other party and to the arbitrator.

The only grievances or disputes which may be submitted for advisory, non-binding arbitration shall be those arising out of the meaning, application and interpretation of the provisions of this Agreement. Nothing in the foregoing shall be construed to empower the impartial arbitrator to make any award amending, changing, subtracting from or adding to the provisions of this Agreement.

It is understood and agreed that the subject of general wages shall not be subject to advisory, non-binding arbitration.

It is intended by this provision to give an employee the option to appeal his/her case under the Department of Personnel Rules and Regulations and through Department of Personnel procedures or pursuant to advisory, non-binding arbitration, but not both. It is not intended to change, modify, or alter in any fashion the Department of Personnel rules and regulations, but in effect only to give additional alternative remedy to an employee. A grievant may elect to proceed under either advisory, non-binding arbitration or through the Department of Personnel, but not both.

ARTICLE VI

HOURS OF WORK

SECTION 6.01

WORK WEEK: The work week shall consist of five (5), eight (8) hour days.

SECTION 6.02

WORK SCHEDULE: Work schedules showing the employee's shifts, workdays and hours of work shall be posted or provided to the employees. Except for emergency situations, work schedules shall not be changed unless the changes are discussed by the Union and the Employer.

SECTION 6.03

OVERTIME: Time and one-half the employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hour:

- A. Daily – All work performed in excess of eight (8) hours in any workday.
- B. Weekly – All work performed in excess of forty (40) hours.
- C. Sick time and vacation will be construed as days worked.
- D. All work performed on a holiday shall be paid at time and one-half plus holiday pay.
- E. In the event that any holiday shall fall on a regular workday and employees are not required to work on said holiday, such holiday shall be considered as a day worked for purposes of computing overtime.
- F. The first thirty (30) minutes of overtime during any regularly schedule day shall be non-payable. The payment of all overtime in excess of thirty (30) minutes shall revert to the beginning of the original overtime.
- G. Any time an employee works overtime he/she shall have the right to select overtime compensation as paid overtime or as Compensatory Time Off (CTO) at the time and one-half rate. If compensatory time off is selected, then said comp time shall accumulate in a CTO bank. All CTO bank time use shall be available at the employee's sole discretion subject only to prior Division Head approval. At no time shall any individual employee's CTO bank exceed twenty-four (24) total hours effective July 1, 2008 through June 30, 2009, and not to exceed thirty-two (32) total hours effective July 1, 2009 through June 30, 2012. Zero hours may be carried over to next calendar year.
- H. Compensatory time off not used by the end of the calendar year shall be paid to the employee at his/her current rate of pay for paid overtime.

SECTION 6.04

PAY SCALES OR RATES OF PAY: If the supervisor is not available to work any particular day and an employee is upgraded to perform the duties of the supervisor, then that employee shall be entitle to receive supervisory pay.

SECTION 6.05

MEAL ALLOWANCE: In the event that an employee covered by this Agreement works more than twelve (12) continuous hours in a twenty-four (24) hour work day, than he/she will be permitted a meal allowance up to the sum of eight dollars (\$8.00) dollars upon presentation of a receipted bill and voucher.

ARTICLE VII

SECTION 7.01

HOLIDAYS

- A. There shall be fourteen (14) paid holidays during the term of this Agreement. The following days will be recognized as holidays under this Agreement:
- | | |
|----------------------------------|----------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King's Birthday | 9. Columbus Day |
| 3. Lincoln's Birthday | 10. General Election Day |
| 4. Washington's Birthday | 11. Veteran's Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Day after Thanksgiving |
| 7. Independence Day | 14. Christmas Day |
- B. In the event a holiday falls on a Saturday, it shall be celebrated on the proceeding Friday. In the event the Employer has to change the date to comply or coordinate with the State, it will be celebrated on the date that the State sets forth.
- C. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday. In the event the Employer has to change the date to comply or coordinate with the State, it will be celebrated on the date that the State sets forth.

- D. In the order to qualify for holiday pay, employees must work his/her scheduled workday immediately preceding the holiday and his/her scheduled workday immediately following the holiday unless on an excused absence. If off on sick leave, excused absence must be shown by presenting a note from a certified doctor advising of a medical reason why the employee could not work. If employee calls out sick the day before and/or day after a holiday, and fails to obtain an excused absence from their physician, they will not receive pay for said holiday and could face disciplinary action.
- E. Permanent employees with three (3) or more consecutive months seniority are eligible for holiday pay.
- F. Whenever a holiday falls during the time an employee is on paid sick leave that day will not be charged against his or her sick leave.
- G. Employees, who are on leave of absence without pay, will not be eligible for holiday pay, except if on military leave.

ARTICLE VIII

SECTION 8.01

VACATIONS

- A. All permanent employees, full time temporary and full time provisional employees, other than seasonal, shall be entitled to vacation leave based upon their years of continuous service. Periods of time on leave of absence without pay, except for military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacation with pay shall be granted to employees as follows:

From date of hire to completion of 1 year continuous service	1 day per month
After completion of one year of continuous service	14 working days
After completion of 5 years of continuous service	17 working days
After completion of 11 years of continuous service	22 working days
After completion of 17 years of continuous service	23 working days
After completion of 19 years of continuous service	24 working days

Notwithstanding the above schedules, in the year in which an employee receives an additional number of vacation days, those additional days shall be prorated from the employee's anniversary date that year through the end of the calendar year.

Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

- B. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.
- C. Vacation allowance must be taken during the current calendar year at such time as permitted unless the appointing authority determines that it cannot be taken because of pressure at work.
- D. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return, and for the year proceeding, providing the latter can be taken during the year of return.
- E. An employee who is retiring or who has otherwise separate, (other than disciplinary) shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.
- F. Whenever a permanent employee dies and having any earned annual vacation leave, that leave shall be calculated and paid to his/her estate a sum of money equal to the compensation figured on his/her salary rate at the time of death.
- G. Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay, except when on military leave.
- H. Employees called back to work while on vacation shall receive double time for that time.

- I. A permanent employee is permitted to carry over a total of ten (10) days, or one-half whichever is less, of his/her unused vacation into the following year solely, subject to approval from the division Head, said approval shall not be unreasonably withheld. It is understood between the parties that an employee's unused vacation cannot be carried over for more than one year.
- J. Employees are required to submit requests for vacation leave no later than April 15th of each calendar year. Requests after April 15th of each calendar year are at the discretion of the Employer and will not be based on seniority.

ARTICLE IX
GENERAL PROVISIONS

SECTION 9.01

INVALIDITY: If any provision of this Agreement is subsequently declared by the legislative or Judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effective during the duration of the agreement. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

SECTION 9.02

RULES AND REGULATIONS: The rules and regulations adopted previously and revised as of July 18, 1994, are incorporated herein by reference. Proposed modifications, changes, or new rules and regulations will be discussed by the members of the bargaining unit and the respective decision prior to formal adoption. Members of the respective units may make recommendations with regard to the aforementioned proposed modifications, changes or new rules and regulations to the respective division, although management reserves the right to modify or change rules and regulations at its discretion. Any modification, changes or new rules or regulations shall be reasonable and shall not conflict with any provision of this agreement. In the event of a conflict, the Agreement shall prevail.

SECTION 9.03

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

SECTION 9.04

LATENESS AND ABSENCE: Employees have the responsibility to notify their supervisor prior to the beginning of their assigned shift if they are to be tardy or absent. If the employee does not call in, he/she will not be paid for the period unless circumstances beyond his/her control preclude them from calling. Excessive lateness and unjustified absence shall be cause for suspension or termination.

SECTION 9.05

CONTRACTING WORK OUT: The Employer shall have the right, at its discretion, to apportion work by contract or sub-contract to others as it may see fit in order that the services which have to be performed by the Employer may be carried out for the benefit of the public, which determination shall not be subject to the grievance procedure. Such contracting or sub-contracting of work performed by township employees shall not result in a mass layoff of said employees covered by this Agreement.

SECTION 9.06

EMERGENCIES: In an emergency, each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy. The determination as to what conditions constitute an emergency will be at the sole discretion of the Mayor and will not be subject to the grievance procedure.

SECTION 9.07

EMERGENCY DAY OFF: In the event that a disaster or an emergency is declared by the Mayor of Ewing Township and the members of the Bargaining Unit work that day and were not released prior to the eight (8) hours for the regular shift and the other employees of Ewing Township do not work that day because of the declared disaster or emergency, in that event the bargaining unit employees who work will be give a compensatory day. That compensatory day is to be taken at the discretion of the Division Head.

ARTICLE X

INSURANCE – MEDICAL AND HOSPITAL BENEFITS

SECTION 10.01

MEDICAL INSURANCE: The employer will provide hospitalization and medical insurance, including major medical insurance, through New Jersey Blue Cross-Blue Shield, or a substantially comparable plan available through the State Health Benefit Plan or other substantially comparable plan, to all employees and their dependents covered under this Agreement as defined in the program. The employee and his/her dependents (as set forth in the State of New Jersey Health Benefit Act Program) will be eligible for this benefit after the permanent employee has been continuously employed for a minimum of 90 days.

SECTION 10.02

RETIREE BENEFITS: The Township agrees to provide retirement benefits in accordance with applicable New Jersey Statutes. (see Article XVI – Retirement)

SECTION 10.03

CO-PAY: The Township will provide a prescription drug provision program. The premium for said program shall be paid by the Township of Ewing and administered by same. Each prescription required by a competent medical authority for federal legend drug shall be paid for by the carrier subject to a deductible provision which shall not exceed \$15.00 per prescription (or \$1.00 co-pay for generic prescription drugs) and further subject to specific procedural and

administrative rules and regulations which are part of the program. Each employee shall be provided with an authorization and identification card.

The Employer will pay the premium for Blue Cross and Blue Shield coverage or a substantially comparable plan available through the State Health Benefits Plan for a permanent employee and his/her eligible dependents, the dependents as defined in the State of New Jersey Health Benefits Program and after the permanent employee has retired after twenty-five (25) years or more of service credited in such retirement system, or those permanent employees who retired on disability pension based on fewer years of service credited in such retirement system and must meet all other criteria as set forth by Chapter 88.

SECTION 10.04

OPTICAL: Permanent employees covered by this Agreement shall be eligible to receive eye care benefits outlined below upon presentation of receipted bills. Full-time employees and eligible dependents as defined shall be eligible for a maximum payment of \$300.00 or the cost, whichever is less, for the duration of this contract, of an eye examination by an Ophthalmologist or an Optometrist, and/or prescription optical lenses, for employee and each family member each year of the contract. Permanent employees will be reimburse ½ (one half) the cost of Lasik corrective Laser surgery.

SECTION 10.05

DENTAL: Upon execution of this Agreement by all parties, the Township of Ewing will provide dental benefits to all eligible unit employees and their eligible dependents, as set forth previously. The Township will pay a total maximum for dental services for the eligible employee and his/her eligible dependants in the sum of \$1,250 with \$100.00 deductible per year, per family member for the duration of this agreement. The employee must submit paid receipts for all dental services incurred, and must complete and sign vouchers for the dental services to qualify for payment by the Township of Ewing.

ARTICLE XI

SECTION 11.01

ACCESS TO PERSONNEL FOLDER AND EVALUATIONS

An employee shall within five (5) working days of written request to the Personnel Division have an opportunity to review his/her personnel folder in the presence of an appropriate official of the Personnel Division to examine any criticism, commendation or any evaluation of work performance or conduct prepared by the Employer during the term of this Agreement. He/she shall be allowed to respond in a reasonable length of time to anything therein and said response shall be placed in his/her file.

Each regular written evaluation of work performance may be reviewed with the employee and the employee may place his/her signature or not place his/her signature on the evaluation form. Such signature does not mean agreement with the contents of the evaluation unless such agreement is stated thereon.

The Employer agrees to provide the employee with copies of all written reprimands or other written disciplinary action taken.

ARTICLE XII

SECTION 12.01

PERSONAL DAYS: Employees covered by the provisions of this Agreement, shall be entitled to three (3) days per year leave of absence with pay for personal business. Said leave shall not be taken unless 48 hours notice thereof has been given the employee's supervisor. In the event that less than 48 hours notice is given, said leave may be taken only upon authorization by said supervisor. The Employer reserves the right to deny request for personal days as conditions warrant, but authorization shall not be unreasonably withheld.

In the year in which an employee is hire by the Township personal days shall be pro-rated from the employee's date of hire to the end of that particular calendar year. If an employee retires, terminates his/her employment (in good standing) or dies, he/she (or his/her estate) shall be entitled to be paid his/her accumulated personal day allowance provided that personal days for

the year of retirement, separation or death shall be prorated upon the number of months actually worked.

Personal days shall not be taken in conjunction with vacation or sick leave.

ARTICLE XIII

SECTION 13.01

MEMBERSHIP PACKETS: The Union may supply kits or packets which contain information for distribution to new employees, including the role of the union, a membership application and a copy of this Agreement as well as other material mutually agreed to by the Township and the Union. The Union agrees to distribute such membership kits or packets to new employees during the initial phase of employment.

ARTICLE XIV

SECTION 14.01

IN-SERVICE TRAINING: The Employer will compensate the employee, at the rate set forth in accordance with the IRS Standards, for the employee's use of his own motor vehicle in attending schooling and in-service training, which schooling and in-service training is required by the Employer.

The Employer will reimburse each employee for training and continued education courses.

NJ Certified EMT's are required to have the following training to maintain their certificates. 24 CEU's in the Core Category and 24 CEU's in the Elective Category.

The union agrees to attempt to schedule in-service training on off days as much as possible. In-service training attendance will not result in loss of pay.

Course Listings

NJ Paramedic Class	Advance Highway Safety Driver Training
NREMT – Refresher Class	NJU EMT Core 13
ACLS	CPR
PALS	EMS Response to Large Scale Incident Level I
PHTLS	EMS Response to Large Scale Incident Level II
PEPP	Blood Borne Pathogens (PPD)
ITLS	Right To Know
ICS 100, 200, 300, 400	Geriatric Emergencies
NIMS 700, 800	Trench Rescue Awareness
CBRNE	Confined Space Awareness
Hazmat OPS for EMS	National Registry for EMT-B
CEVO	Fire Fighter I
EVOC	Fire Fighter II
Defensive Driving	State Approved CEU Programs

ARTICLE XV

SECTION 15.01

WAGES: For the period from July 1, 2008 to June 30, 2009, employees covered by this Agreement shall receive a 2.5% increase over their last year's wages. For the period from July 1, 2009 to June 30, 2010, employees covered by this Agreement shall receive a 3% increase over their last year's wage. For the period from July 1, 2010 to June 30, 2011, employees covered by this Agreement shall receive a 3.5% increase over their last years wages. For the period from July 1, 2011 to June 30, 2012, employees covered by this Agreement shall receive a 4% increase over their last year's wages.

SECTION 15.02

UNIFORM ALLOWANCE: Full time permanent and provisional employees (but not probationary employees) covered by this agreement will receive an annual uniform allowance of \$1,175.00 for the first fiscal year (2008/2009).....\$1,200.00 for the second fiscal year (2009/2010).....\$1,225.00 for the third fiscal year (2010/2011).....\$1,250.00 in the last fiscal year of the contract (2011/2012).

Payment of the uniform allowance shall be no later than July 31st of each contract year. Uniform allowance must be pro-rated within the first anniversary year of employment and upon retirement.

Approval from the Division Head and/or Supervisor must be obtained for uniform replacement.

Uniforms List

- | | |
|--|------------------------------------|
| 7- BTU Pants (black) | 6- Long Sleeve Golf Shirt (grey) |
| 5- BTU Shorts (black) | 6- Short Sleeve Golf Shirts (grey) |
| 4- Button Down shirts (grey) | 2- Job Shirts (black) |
| 6- Mock turtle necks (black, grey, white) | 6- Under Armour Cold Gear |
| 6- Under Armour Shirts (b,g,w) | 6- Black socks (pr) |
| 6- low cut black socks (pr) | 1- winter boots |
| 1- summer boots (black) (pr) | 1- work belt |
| 1- black sneaker (black) (pr) | 1- utility belt |
| 2- Hat (baseball style) labeled Ewing EMS, black | |
| 1- Glove pouch | 1- radio holster |
| 1- radio strap | 1- Anti-Sway strap |
| 1- Key Clip | 2- Leather gloves (pr) |
| 2- Safety Glasses (clear/amber) | |
| 1- Winter Coat (black) | 1- Rain Coat (black/yellow) |
| 1- Jump Suit (black) | |

SECTION 15.03

LONGEVITY: Employees of the township shall be paid in addition to their salaries, a supplemental longevity pay on completion of the years of service as of the anniversary date of hire as listed below. Upon completion of the following years the employee shall receive the following longevity, or the amount settled upon by the Ewing P.B.A. and S.O.A. local 111 for the contract years 2008-2012, whichever is better.

	<u>July 1, 2008 to June 30, 2009</u>	<u>July 1, 2009 to June 30, 2010</u>
After completion of 5 years -	\$1,725.00 -	\$1,925.00
After completion of 10 years -	\$1,925.00 -	\$2,125.00
After completion of 15 years -	\$2,125.00 -	\$2,325.00
After completion of 20 years -	\$2,325.00 -	\$2,575.00
After completion of 25 years -	\$2,725.00 -	\$2,925.00
After completion of 30 years -	\$3,125.00 -	\$3,325.00

	<u>July 1, 2010 to June 30, 2011</u>	<u>July 1, 2011 to June 30, 2012</u>
After completion of 5 years -	\$2,125.00 -	\$2,325.00
After completion of 10 years -	\$2,325.00 -	\$2,525.00
After completion of 15 years -	\$2,525.00 -	\$2,725.00
After completion of 20 years -	\$2,725.00 -	\$2,975.00
After completion of 25 years -	\$3,125.00 -	\$3,325.00
After completion of 30 years -	\$3,525.00 -	\$3,725.00

All employees who have completed the above required years of service during any quarter of the calendar year shall be paid beginning with the next pay period the pro-rated sums of the supplemental longevity as set forth in the above scheduled herein above.

Longevity shall be paid to full-time permanent employees only and the amount to be paid shall be based on the years of service with the Township.

The aforementioned supplemental longevity payments will be distributed to the employees on a prorated basis in their bi-weekly base salary payment during the course of the

year. Ex: the employee in each of their checks from the Township will receive one-twenty sixth (1/26th) of the longevity due them, with the exception of overtime hours.

ARTICLE XVI

SECTION 16.01

TERM OF CONTRACT: This Agreement shall be effective as of July 1, 2008 and shall remain in full force and effect until midnight of June 30, 2012. Negotiations concerning any renewal or replacement of this Agreement shall commence on March 1, 2012 by and between the parties hereto by notice by either served, regular mail, upon the other.

ARTICLE XVII

SECTION 17.01

SEPARABILITY AND SAVINGS: If any of this Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction including but not limited to the New Jersey Department of Personnel, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provision shall be in-operative but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVIII

SECTION 18.01

FULLY BARGAINED: The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and incorporate the complete and final understanding, and settlement by the parties of all bargain able issues which were or could have been the subject of negotiations.

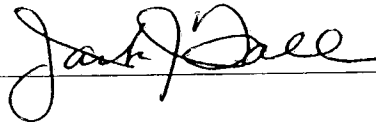
IN WITNESS WHEREOF, we have hereunder set out hands and seal the date and year first herein about written.

WITNESS:

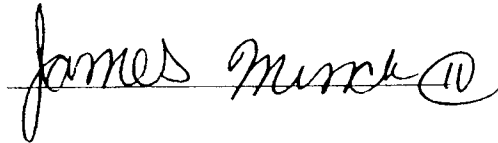


THERESA M. VACIRCA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 30, 2009

TOWNSHIP OF EWING:



WITNESS:



FOR THE UNION:



APPENDIX A

WAGES

E.M.T.

7/1/2008 to 6/30/2012

	2.5%	3.0%	3.5%	4.0%
TITLE	7/1/08-6/30/09	7/1/09-6/30/10	7/1/10-6/30/11	7/1/11-6/30/12
EMT	27.981/hr.= \$58,200	28.820/hr.= \$59,946	29.829/hr.= \$62,044	31.022/hr.= \$64,526
1 st yr.	23.003/hr.= \$47,846	23.693/hr.= \$49,281	24.523/hr.= \$51,008	25.504/hr.= \$53,048

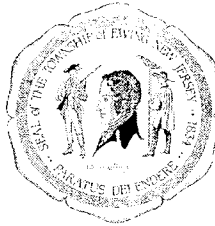
APPENDIX B

TOWNSHIP ISSUED EQUIPMENT

1. Radio
2. Helmet
3. Jacket
4. SCBA Mask with filters
5. Protective Vests
6. I.D.'s
7. Keys
8. Safety Glasses
9. Gloves
10. Radio Strap
11. Radio Holder

THE TOWNSHIP OF EWING

Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
Web Address: www.ewingnj.org

RESOLUTION #11R-126

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT WITH THE EWING FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL No. 393

WHEREAS, the Township has recognized THE FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION ("FMBA"), LOCAL No. 393 as the bargaining unit for certain paid employees; and

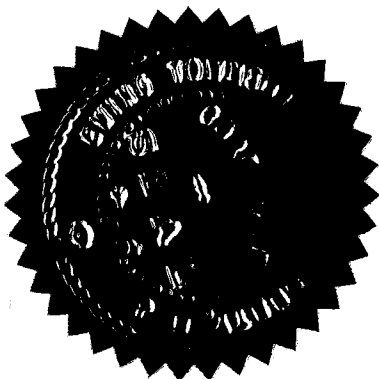
WHEREAS, the Township and Local 393 desire to amend the Collective Bargaining Agreement to provide for the certain changes to the payment of Health Benefit Coverage, wage increases and term of the contract;

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Ewing that the Mayor and appropriate officials are hereby authorized to execute an Amendment to the Collective Bargaining Agreement with THE FMBA, LOCAL No. 393 in a form substantially similar to that annexed hereto.

IT IS SO RESOLVED.

Certification:

I, Stephen W. Elliott, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regularly Scheduled Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 14th day of June, 2011.



**Stephen W. Elliott, RMC
Municipal Clerk**

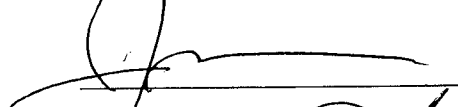
Memorandum of Agreement

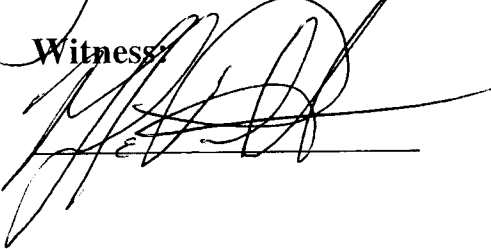
This agreement is reached between the Township of Ewing and Ewing F.M.B.A. Local 393 as an extension of their current contract set to expire June 30, 2012. This extension shall expire June 30, 2014. The terms of this agreement are set forth below and will supersede the applicable current contract language.

1. The new hourly wage for per diem employees shall be \$21.00. This change shall become effective upon signing of this agreement.
2. As of July 1, 2011 all F.M.B.A. Local 393 employees will contribute 1.5% of their salary to be applied towards their medical benefits.
3. As of July 1, 2012 all F.M.B.A. Local 393 employees will receive a 2% wage increase.
4. As of July 1, 2013 all F.M.B.A. Local 393 employees will receive a 2% wage increase.

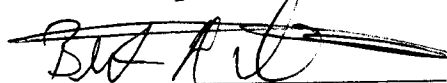
The Township of Ewing's governing body must approve and adopt the terms of this agreement and the terms must also be ratified by the NJ State F.M.B.A. membership.

Witness:



Witness: 

Township of Ewing:



F.M.B.A. Local 393

