

**TOWNSHIP OF NORTH HANOVER
COUNTY OF BURLINGTON
STATE OF NEW JERSEY
RESOLUTION NO. 2025-58**

RESOLUTION APPROVING AND RATIFYING COLLECTIVE NEGOTIATED AGREEMENT BETWEEN THE TOWNSHIP OF NORTH HANOVER AND THE BURLINGTON COUNTY PROFESSIONAL FIREFIGHTERS IAFF LOCAL 3091 FOR THE NORTH HANOVER EMERGENCY MEDICAL TECHNICIANS

WHEREAS, a collective negotiated agreement has been made between the Township of North Hanover and the Burlington County Professional Firefighters IAFF Local 3091 for the North Hanover Emergency Medical Technicians (the "Union") for a four-year term commencing January 1, 2025 and terminating December 31, 2028; and

WHEREAS, said agreement has been reduced to written form and has been duly ratified by the Union and the officers have been duly authorized to execute such agreement by the Union; and

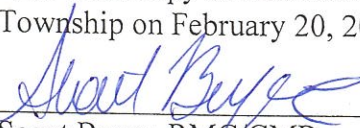
WHEREAS, the Township Committee of North Hanover Township desires to ratify the agreement and authorize the Mayor and Municipal Clerk to execute same on behalf of the Township upon receipt of a duly executed agreement from the Union.

NOW THEREFORE, BE IT RESOLVED by the Township Committee of the Township of North Hanover, County of Burlington, State of New Jersey, that it does hereby ratify the collective negotiated agreement by and between the Township of North Hanover and Burlington County Professional Firefighters IAFF Local 3091 for the North Hanover Emergency Medical Technicians for the term January 1, 2025 to December 31, 2028 and the Mayor and Municipal Clerk are hereby authorized to execute the agreement on behalf of the Township upon receipt of a duly executed agreement from the Union.

BE IT FURTHER RESOLVED that a certified copy of the executed agreement be transmitted to Burlington County Professional Firefighters IAFF Local 3091, PERC (Public Employment Relations Commission), and the Chief Financial Officer.

COMMITTEE	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
Deputy Mayor Doyle		X	X			
Committeeman Forsyth			X			
Committeeman Giberson			X			
Committeeman Palombi			X			
Mayor DeBaecke	X		X			

I do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Mayor and Township Committee of North Hanover Township on February 20, 2025.


Scout Beyer, RMC/CMR
Deputy Municipal Clerk

Agreement between
The Township of North Hanover
Burlington County, New Jersey
and
The Burlington County Professional
Firefighters Association of Firefighters
Local 3091
A.F.L.-C.I.O.-C.L.C.
North Hanover Emergency Medical Technicians

Effective January 1, 2025 - December 31, 2028



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Preamble

This Agreement made the ____th day of **March**, in the year **2025** between the Township of North Hanover, in the County of Burlington, New Jersey, a municipal body of the State of New Jersey, -hereinafter referred to as the "*Township*", "*Management*", party of the first part,

AND

The Burlington County Professional Firefighters Association, IAFF Local 3091, hereinafter referred to as the "*IAFF*", "*Association*", "*Local*" or "*Union*", party of the second part.

Witnesseth,

Whereas, the Township and the IAFF agree that the duration of this Agreement shall be for a period of four (4) years commencing January 1, 2025 and ending December 31, 2028. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration (December 31, 2028) as set forth herein until the parties have mutually agreed upon a new Agreement.

Purpose

This agreement is entered into between the Township and the Association, to promote and ensure harmonious relations, cooperation, and understanding between the Township and its Association represented employees, to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and executed in the best interests of the residents of the Township of North Hanover and its employees.

Article 1
Recognition

- A. The Township recognizes the Association as the exclusive collective negotiations' agent for all Full-Time Medical Technicians employed by the Township.
- B. Unless otherwise indicated, the terms "Emergency Medical Technician", "EMT," "employee" or "employees," when used in this agreement, refer to persons, male or female, represented by the Association in the above-defined negotiating unit.

Article 2
Non-Discrimination

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

Article 3
Association Rights and Responsibilities

- A. Up to one official representative of the Association will be granted administrative leave with pay to attend the annual convention of the Professional Firefighters Association of New Jersey. The leave will be for a period inclusive of the duration of the convention with reasonable time permitted for travel to and from the convention. The Association will give management at least thirty (30) days' prior written notice of the need for leave. A certificate of attendance to the state convention shall be submitted to Township by the representative attending.
- B. Authorized Association representatives , not to exceed two (2). shall be excused without loss of pay from their normal duties to participate in negotiations for the renewal of this Agreement or the execution of a new Agreement for this unit. Upon the request of the Association President, such representatives shall be reasonably excused without loss of pay to participate in other meetings related to collective bargaining. Such representatives shall attend negotiations and other meeting sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.
- C. If a Delegate to the PFANJ is elected from this bargaining unit, the Delegate shall receive administrative leave without pay to attend monthly meetings.
- D. The Association will be responsible for acquainting its members with the provisions of this Agreement and shall be responsible as far as possible for the adherence to the terms of this Agreement by such members.
- E. Whenever an employee is to be questioned and is being considered for possible disciplinary action, he or she shall have the right to request a representative of the Association be present at all stages of questioning, consistent with his or her Weingarten Rights as provided by law.
- F. In addition to the foregoing, union representatives shall receive relief from duty with full pay for the purpose of attending to contract administration, grievance processing, or other union business on an as-needed basis. The member requesting relief must make an application to the Supervisor or designee as soon as reasonably possible. Such requests shall not be unreasonably denied.
- G. The Township shall provide and maintain shower and restroom facilities that are in good repair and provide sanitary conditions to the employees. These facilities must always be available to any EMT who may be exposed to unhygienic conditions in the course of performing the duties of employment. Personal care items will not be provided by the Township.

- H. A personal locker shall be provided for each employee at the employee's workstation. The employee will be responsible for providing a lock, which will not be forcibly removed except in cases required by law or necessary for control of health and safety issues.

- I. The Association shall have sole use of a mutually agreed upon designated Association bulletin board or portion of a bulletin board for the sole purpose of posting notices relating only to matters of official business of all emergency organizations and other employee related matters. Only material authorized by the signatures of the Association Representative, President, or Shop Steward, and EMS Supervisor shall be permitted to be posted on said board..

Article 4
Management Rights and Responsibilities

- A. The Township retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and Constitution of the State of New Jersey and the United States, including but not limiting, the generality of the foregoing, the following rights:
1. To executive management and administrative control of the Township and its properties and facilities and the activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
 2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to determine the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of work required.
 3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department after advance notice thereof to the employees.
 4. To hire all employees, to promote, transfer, assign, retain employees in positions with the Township.
 5. When the Township determines to create a promotional position, or transfer a position, a notice will be posted in the station, with a copy provided to the Association, advising of the nature of the position and the qualifications required.
 6. All full - time employees will be considered for promotions prior to looking externally.
 7. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to the law, and subject to the grievance procedures.
 8. To lay off employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bonafide.

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

Article 5
Maintenance of Operations

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

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

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

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

Article 6
Grievance Procedure

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department staff.
- C. Nothing herein shall be deemed to deny the employees their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees their rights to pursue any other statutory or legal remedies in lieu of resorting to the grievance procedure.
- D. The term “grievance” as used herein means any controversy arising over the interpretation, application, or alleged violation of policies, procedures, contractual agreements, and administrative decisions affecting the terms and conditions of employment and shall be raised by the Association on behalf of an individual or group of individuals in writing.
- E. Steps of the Grievance Procedure:
 - 1. Prior to filing any grievance, an earnest effort should be made to resolve the controversy. An authorized representative of the Association and any affected employee(s) should meet with the Supervisor, or if the issue involves the Supervisor then with the Township Committee Liaison, to review the matter and explore a mutually fair and equitable resolution.
 - 2. In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:
 - a. **Step 1** – An aggrieved employee or employees shall institute action under the provisions of the grievance procedure within **fourteen (14)** calendar days of the occurrence of the event giving rise to the grievance. Action is instituted by filing a grievance with the Association Grievance Committee. Failure to act within said **fourteen (14)** calendar days shall be deemed to constitute an abandonment of the grievance.

Within **fourteen (14)** calendar days after the grievance has been filed and before an effort is made to settle the matter, the Association Grievance Committee shall screen

and study the grievance to determine whether it has or lacks merit. Such processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Association. Upon finding of merit, the Association Grievance Committee shall present written confirmation of such determination to the Supervisor. The Supervisor shall respond and render a decision concerning the grievance within fourteen (14) calendar days of receipt of the grievance. If the grievance has not been resolved within fourteen (14) calendar days of the submission to the Supervisor, or if no decision has been received by the Association Grievance Committee within the time set forth in Step 1, then the grievance may proceed to Step 2. If the grievance is directed at the Supervisor, it immediately proceeds to Step 2.

- b. **Step 2** – In the event the grievance has not been resolved in Step 1, or the grievance is directed at the Supervisor, the grievance will be submitted to the Township Committee Liaison by the Association Grievance Committee within seven (7) calendar days of the response time set forth in Step 1. The Township Committee Liaison shall respond and render a decision concerning the grievance within fourteen (14) calendar days after receipt of the grievance. If the grievance has not been resolved within fourteen (14) calendar days of the submission to the Township Committee Liaison, or if no decision has been received by the Association Grievance Committee within the time set forth in Step 2 the grievance may proceed to Step 3.
- c. **Step 3** – In the event the grievance has not been resolved in Step 2, the grievance will be submitted to the Township Committee by the Association Grievance Committee within seven (7) calendar days of the response time set forth in Step 2. The Township Committee shall respond and render a decision concerning the grievance within twenty-one (21) calendar days after receipt of the grievance. If the grievance has not been resolved within twenty-one (21) calendar days of the submission to the Township Committee, or if no decision has been received by the Association Grievance Committee within the time set forth in Step 3, the grievance may proceed to Step 4.
- d. **Step 4** – In the event the grievance has not been resolved in Step 1, Step 2, or Step 3, the Association may, within twenty-one (21) calendar days of the Township Committee's decision, or if no decision is rendered by the Township Committee, request arbitration. The arbitrator shall be chosen in accordance with the rules of Public Employment Relations Commission (PERC).

1. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented. In formulating their decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
 2. The costs for the arbitrator shall be borne equally by the Association and the Township. All other expenses incurred, included but not limited to the presentation of witnesses, attorney fees, and any other expenses shall be paid by the party who incurs the same.
 3. The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) calendar days after the close of the arbitrator hearing unless agreed to otherwise by the parties.
- e. A failure to respond at any step within the allotted time limits shall be deemed a negative response, and the grievant may proceed to the next step. However, if the grievance is not appealed by the grievant and/or Association from one step to the next step, or to arbitration within the time specified for each step, or a mutually agreed extended time, the grievance shall be deemed decided on the basis of the last decision of the Township and shall not be eligible for further appeal.
- f. Group grievances, which shall be defined as those directly affecting more than one member of the Local shall be submitted by the Association and the Association only at Step 2.
- g. Time limits may be extended, at any step of this grievance procedure, by the Association and the Township in the form of a written mutual agreement.
- h. If the Township claims that the Association has violated any provision of this Agreement, the Township may present such claim to the Association in writing within thirty calendar (30) days of its occurrence. If the parties fail to settle the Township's grievance within thirty calendar (30) days after submission of the

grievance to the Association, the Township may file for arbitration in accordance with the provisions herein above.

Article 7
Union Dues

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association in such amounts as authorized by the Association. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended. The Township shall remit these deductions to the Treasurer of the Association no later than the 15th of the month succeeding the collection.
- B. A check-off shall commence for each employee that signs a properly dated authorization card, supplied by the Association and verified by the Township Administrator during the month following the filing of such card with the Township.
- C. The Association shall certify to the Township, annually and in writing, the current rate of its membership dues. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish the Township either new authorizations from its members showing the authorized deductions of each employee or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- D. The Association will provide the necessary check-off authorization form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township Administrator.
- E. An employee may only revoke authorization by providing written notice during the ten (10) days following each anniversary date of their employment.
- F. The Association shall indemnify and hold the Township harmless from and against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization furnished by the Association to the Township, or in reliance upon the written notification by the Association advising of changes in deductions.

Article 8
Employee Rights and Privileges

- A. Nothing contained herein shall be construed to deny or restrict any employee such rights as he or she may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- B. Whenever an employee is required to appear before any supervisor, chief, township counsel, or township representative concerning any matter which could adversely affect the continuation of that employee in his or her position, employment, or salary or any increments pertaining thereto, then they shall be entitled to have a representative of the Association present to advise them and represent them during such meeting or interview.
- C. Any employee whose action may give rise to charges by the Township or any agent or representative thereof, either disciplinary or criminal, shall be advised prior to any hearing or meeting with any agent or agents of the Township or Department. The affected employee shall be afforded all rights pursuant to U.S.S.C. Decisions under Weingarten. No statement shall be given without first advising the affected employee of the matter or matters for which they are under investigation. The employee shall retain their full rights with regard to counsel in any hearing or internal investigation scheduled by the Township.
- D. Proposed new rules or modifications of existing rules governing terms and conditions of employment or working conditions shall be negotiated with the Association before they are established.
- E. The Paragraph "D" above terms and conditions or working conditions covered under this CNA.

Article 9
Hours and Overtime

- A. The normal work week for Full-Time Emergency Medical Technicians will be based on the Pitman fixed shift schedule using 2 platoons and 1 twelve-hour shift to provide coverage between the hours of 0600 – 1800 hrs. It consists of a 2-week cycle where each team works 2 consecutive shifts, followed by 2 days off duty, works 3 consecutive shifts, followed by 2 days off, working 2 consecutive shifts, followed by 3 days off duty. One week will consist of thirty-six (36) hours, the following week will consist of forty-eight (48) hours.
- B. Overtime hours due to working the “Pitman Schedule” all employees working stated schedule will be compensated for any/all hours worked over forty (40).
- C. If any employee wishes to have shift assignment changed prior to an opening, both parties must agree in writing to complete the shift switch.
- D. In the event of the EMS Supervisor being off for vacation leave or extended period, the Township shall select an employee to fulfill the duties of EMS Supervisor and be compensated for the duration at the EMS Supervisor pay rate.
- E. If a vacancy creates an opening on a shift any member can request in writing to be moved to open shift on a seniority-based system.
- F. Meal and rest breaks shall not be included within each tour of duty. Meals and rest breaks may be taken as time permits, with the understanding that employees shall remain available for immediate response during any meal and/or rest break. No pay shall be taken from an employee’s shift times for meals or breaks.
- G. Except in emergencies, all affected employees must be given written notification thirty (30) calendar days in advance of change of employee work schedule or rotation. Such notification shall contain the new schedule or assignment as well as the expected duration, whether it be temporary or permanent.
- H. Overtime will be paid for any additional time worked beyond assigned work schedule in a work week, in accordance with the Fair Labor Standards Act requirements for public agencies. Approved time off taken and charged against an employee’s vacation or personal time will be counted as time worked. Sick leave taken will not be counted for purposes of determining overtime computation.

- I. When an employee is called back for duty, they shall be entitled to compensation at their overtime rate for all hours worked, with a minimum compensation of three (3) hours at their overtime rate, as long as the recall is not contiguous with a regularly scheduled shift.
- J. Full-time employees shall have the right of first refusal with regards to any overtime situation created during regularly covered shifts by Full Time employees through the use of bereavement leave, sick leave, vacation leave, injury leave or any other cause for overtime sanctioned by the Township.
- K. Overtime work shall be classified as either “hold over”, that is, an assignment that immediately follows the employee’s regular work shift, or “call back,” that is, an assignment that does not immediately follow the employee’s regular work shift. The overtime list for “hold over” assignments shall consist of those employees assigned to the regular work shift which ends immediately prior to the overtime assignment. The overtime list for “call back” assignments shall consist of all qualified employees off duty at the time when the overtime work will be required.
- L. Hold over overtime shall first be offered on a voluntary basis to the appropriately qualified employees on the ending shift on a seniority rotating basis, that is, it will be first offered to the most senior qualified employee. Overtime will be filled per yearly rotation spreadsheet.
- M. Call back overtime shall be offered to all qualified off duty employees on a rotational basis.
- N. When there are not enough employees willing to voluntarily work overtime, the Supervisor will have the right to assign overtime on an involuntary basis in inverse order of seniority, that is, beginning with the most junior qualified employee on the applicable overtime list. After the first distribution of involuntary overtime, the rotation shall begin with the next most junior qualified employee on the applicable list after the one who was involuntarily assigned most recently
- O. Management shall establish a record keeping system on overtime assignments which shall be accessible to the Shop Steward or an authorized representative of the Association for review.
- P. The decision of whether a State of Emergency directly affects the normal operations of the Department shall be made by the EMS Supervisor and the Township Administrator.

Article 10
Exchange of Hours of Duty

- A. The request for exchange of hours of duty by an employee may be granted by the Supervisor or his designee, at his discretion, provided such request has been made through proper channels and in conformance with the needs of the Township and does not create overtime pay for other employees. Such requests shall not be unreasonably denied.

- B. In exercising the provisions of this section, no employee shall work more than sixteen (16) consecutive hours.

Article 11
Salaries

	2025	2026	2027	2028
Years 0 - 1	\$22.50	\$23.00	\$23.50	\$24.00
Years 1 - 5	\$23.50	\$24.00	\$24.50	\$25.00
Years 6 - 10	\$24.50	\$25.00	\$25.50	\$26.00
Years 11 - 15	\$25.50	\$26.00	\$26.50	\$27.00
Years 16 Plus	\$26.50	\$27.00	\$27.50	\$28.00
EMS Supervisor	\$29.00	\$30.00	\$31.00	\$32.00

Article 12
Court Appearance and Jury Duty

- A. All employees shall be granted time off without loss of pay, vacation time, or compensatory time, for mandated jury duty. The employee must be scheduled to work in order to receive administrative leave for jury duty. In turn, any jury duty fees received by the employee must be remitted to the Township. Employees put on “stand by” shall be required to report for work.

- B. Any employee required to appear in any court proceeding, including depositions or other subpoenaed appearances, shall receive their regular rate for the period spent in such appearance. The employee shall also be reimbursed for all related travel expenses.

Article 13
Holidays

- A. The following days shall be recognized as holidays (as designated by the Township): New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.
- B. Effective January 1, 2025 members of the Local shall receive one hundred and fifty-six hours (156) hours of holiday pay annually. Payment for those holidays shall be in one (1) payment during the second pay period in November of that year.
- C. If overtime is necessary on a holiday, voluntary overtime shall be offered according to seniority. If coverage is not found with voluntary overtime, then mandatory overtime will be assigned in ascending order from least to most seniority. Whenever feasible, seventy-two (72) hours' notices shall be given to an employee required to work overtime on a holiday.

Article 14
Vacation and Personal Time Leave

- A. Full time employees shall be entitled to annual vacation leave with pay in accordance with the following schedule:

Years 0 - 3	60 Hours
Years 4 - 10	120 Hours
Years 11 - 20	180 Hours
Years 21 - +	204 Hours

- B. The entitlement of vacation time shall be determined by the normal length of the employee's assigned shift.
- C. Except for first year employees, vacation time for the current year will be credited to the employee on January 1st. The vacation year is considered January 1st through December 31st. In an employee's first year of service, the employee shall earn twelve hours (12) of vacation leave for each month of service worked until the employee accumulates sixty (60) hours of vacation time.
- D. An annual vacation request of thirty - six (36) hours or more shall be submitted with one (1) month notice.
- E. . In the event that multiple employees request the same day off, the shifts will be offered to all other employees before denying vacation requests, insofar as the employees filling the shifts will not create overtime. If no employees are available to cover the multiple vacation requests, priority will be given to the most senior employee's vacation request and more junior employees' requests will be denied as necessary. Any employee who has a vacation request denied may resubmit a request for alternate time.
- F. Vacation time shall not accumulate from year to year. However, in the event that the press of Township business precludes an employee from taking all of their vacation time, an employee may carry over into the next year up to up to one (1) week (which shall equate to sixty (60) hours) of vacation time and which shall be utilized by June 30th , otherwise the employee forfeits the carryover vacation time. The remainder of any unused vacation time, if any, will be paid by the Township.

- G. An employee who resigns with not less than two (2) weeks notice, the employee shall be paid pro-rated vacation leave for unused vacation time he or she has earned. The employee will reimburse the Township for paid working days used in excess of his prorated and accumulated entitlements, which shall be deducted from the employee's last paycheck.
- H. Full time employees shall be entitled to annual personal leave of three (3) days each calendar year,. 1 day after 4 months, 1 additional day after 8 months, 1 additional day after 12 months. An employee is entitled to three (3) personal days for each calendar year thereafter. The length of the day will be defined as the number of hours in the employee's regularly scheduled work shift. Personal leave is not cumulative and must be used within the calendar year in which it is credited.
- I. An employee must apply for personal leave to his/her supervisor, in writing. The employee must provide the reason for the requested leave and apply for it as far in advance as possible, but not less than 5 calendar days prior to the date of its requested usage except in case of a documented emergency. An employee may take personal leave only if his/her supervisor or designee approves and grants the leave. No personal leave will be applied for, approved, or granted immediately before or after any vacation period, holiday period, or weekend, except under extraordinary circumstances.
- J. Employees must take personal leave in the calendar year in which it is earned. Personal leave days cannot be accumulated from year to year. Any employee who exhausts all of his or her personal leave in any one (1) year shall not be credited with additional paid personal leave until the beginning of the next calendar year. An employee who has resigned, was dismissed or has otherwise been separated from employment will not be paid for any unused personal time.

Article 15
Separation, Death and Retirement

- A. Employees shall retain all pension rights as provided by applicable laws.
- B. Employees retiring either after twenty-five (25) years of service, or as a result of a work related disability pension, , shall be paid for all earned accumulated holidays and vacation, as provided in this Agreement. Said payments shall be computed at the rate at the time of retirement.
- C. Employees intending to retire on other than disability pension shall accordingly notify the Township by September 1st of the year preceding that in which retirement is to become effective.
- D. In the event of an employee's death, their estate or legal representative shall be paid for all accumulated holidays, vacation, or other compensatory time, if any, as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of their death.
- E. For benefits payable in the then-current year in all cases of separation, except termination for cause, death while not in the line of duty, or retirement, all vacation, holiday and other compensatory time shall be prorated as of the first of the next month if the resignation, death or retirement is effective after the 15th of the month. Benefits shall be prorated on the calendar year from January 1st through December 31st.
- F. For benefits payable in the then-current year in all cases where the employee died while in the line of duty, all vacation, holidays, sick leave days, and any other compensatory time which would have accrued for the entire calendar year of the employee's death shall be payable to the employee's estate or legal representative.

Article 16
Sick Leave

- A. During the first year of employment, an employee receives 12 hours per month for each month of service worked. On January 1 following the second calendar year of employment, sick leave with pay shall be credited to all full-time employees at a rate of one hundred and forty-four (144) hours per year annually, and earned at a rate of 12 hours per month. In the event the employee utilizes sick time prior to having earned the same and leaves the employ of the Township, the Township shall be reimbursed from the employee's last paycheck. An employee may accrue or carry forward from one year to the next, not more than 40 hours of earned sick leave.
- B. Employees hired on or after May 21, 2010, shall not be afforded any payment or compensation for unused sick days during their employment with the Township in compliance with N.J.S.A. 40A:9-10.4.
- C. Employees are required to notify the EMS Supervisor with six (6) hours notice, unless an emergent condition occurs.
- D. Sick leave shall apply to cases of sickness, accidents, doctor or dental appointments, maternity leave, exposure to contagious disease, observance of quarantine, or as a result of disabling injury not compensable under work-related injury compensation. Sick leave may also be used for attendance upon a member of the immediate family, not to exceed three working days.
- E. Employees shall be required to furnish a doctor's certification to substantiate illness when sick leave requested exceeds three (3) consecutive working days. Requests for extended sick leave to attend upon a member of the employee's immediate family must be submitted to the Township for approval.
- F. In order to receive compensation while absent on sick leave, an employee shall report their absence to the EMS Supervisor no later than six (6) hours prior to the start of their shift, unless the absence is related to an emergency situation.
- G. Upon retirement, employees will receive payment for one-half the daily rate of pay for each day of accumulated unused sick leave that has been accrued, up to a maximum of \$15,000. The daily rate of pay used to calculate payment will be the employee's hourly rate at the time of retirement times twelve (12) hours.

- H. Employees retiring on disability retirement shall be paid for all accumulated sick days as provided for in this Agreement.
- I. In the event of an employee's death, their estate or legal representative shall be paid for all accumulated sick days as provided for in this Agreement.
- J. In the event of an employee's termination for cause, the employee shall not be entitled to any compensation for accumulated sick days.

Article 17
Injury Leave

- A. An employee shall have the right to make a request to the Township Committee for a continuance of salary during time off resulting from an in the line of duty incurred injury. The Township Committee shall have the discretionary right to grant or deny such a request on a case by case basis.
- B. This article and any actions taken or refrained from being taken by the Township Committee with respect to any requests made or which could have been made hereunder shall not be subject to review by means of the grievance procedure. Procedures shall be established for such requests that mirror the analogous statutory provision and shall be in accordance with Title 40 of the laws of the state of New Jersey.

Article 18
Bereavement Leave

- A. All full-time employees shall have up to five (5) days leave in the event of the death of a spouse, child, parent, grandparent, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandchild, uncle or aunt of the employee or any other member of the immediate household. One (1) day leave will be given to attend the funeral services of a spouse's aunt, uncle or grandparent.

- B. Such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. The employer may require proof of loss of a decedent whenever such requirement appears reasonable. Bereavement leave is specifically provided to allow employees time to make necessary arrangements and attend funeral services and shall only be used for the following reasons: (i) date of death; (ii) any day of viewing; (iii) date of interment; and (iv) day of religious or memorial service. In no event shall any part of bereavement leave occur more than fifteen (15) days from the date of death.

Article 19
Military Leave

- A. Any employee who is called into active service, or who volunteers for service in any armed forces of the United States, shall be given a leave of absence in accordance with the provisions of all State and Federal regulations.

Article 20
Economic Benefits other than Salary

A. State of New Jersey Public Employees Retirement System.

- a. The Township will provide pension and retirement benefits and contributions to all employees ineligible for PERS and shall be covered by the Agreement under the Public Employees Retirement System pursuant to provisions of the Statutes and Laws of the State of New Jersey.
- b. Pension and retirement deductions shall be made from each employee's payroll in equal amounts over the course of the year and any unequal amounts which are deducted shall have a letter of explanation provided.

B. Medical Expenses

- a. If any inoculations are offered to the public or Public safety officials from Burlington County, NJ Department of Health or other agencies, etc., IAFF members shall be permitted a reasonable amount of time off to receive these inoculations as long as adequate coverage can be provided.

C. Reimbursements for Expenses

- a. Mileage: In the event a member of the IAFF is authorized to use his or her own vehicle for transportation related to employment matters only, mileage shall be computed to and from the Fire Station, based on the Federal Standard of reimbursement. Employees who drive their own vehicle for employer related business must provide the employer with a copy of their current Certificate of Insurance evidencing liability limits of \$250,000/\$500,000. Drivers are required to notify the Supervisor in those cases where a license is expired, suspended, or revoked for any reason. Failure to report such an instance subjects the employee to disciplinary action, up to and including termination. Any employee who does not hold a valid New Jersey Driver's License shall not be allowed to operate an Employer-assigned vehicle until such time as a valid license is obtained.
- b. Tolls: All members of the IAFF shall be compensated for all tolls and parking fees incurred while acting in any official capacity. Payment shall be made upon providing the

Township t with receipts for said expense(s). The Township will not pay for any parking tickets/fines or traffic violations.

Article 21
Uniforms

- A. The Township will issue to all newly hired employees all uniforms according to the clothing list set forth herein. All clothing shall meet NFPA and OSHA requirements, or their equivalents as outlined for EMS workers.
- B. Laundry facilities and supplies will be made available to the employees for cleaning of uniforms that have become soiled or contaminated in the course of the employee's duties. Regular laundering not related to job-soiled or contaminated uniforms, shall not be performed using the provided facilities and supplies. All damaged or deemed unusable uniforms will be replaced at no cost to employees.
- C. Uniforms shall be worn during all on duty hours except during physical fitness time. Uniforms and the components thereof shall not be worn while off-duty.
- D. The Township will provide its employees with all Personal Protective Equipment that meets or exceeds the requirements of NFPA and OSHA or their equivalents as outlined for EMS workers. Employees shall be fit-tested annually at the Township's expense to ensure that properly sized PPE is made available.
- E. Each employee will be issued the following uniforms upon hire:
 - a. 2 Navy Job Shirts
 - b. 3 Navy Polo Shirts
 - c. 3 Pairs of EMS uniform pants
 - d. 1 pair of boots with safety toe (Up to \$150.00)
 - e. 1 multi-season EMS jacket with hood and protective striping
- F. After the first full year of service and for each full year of service thereafter, full time employees shall receive an annual uniform maintenance allowance of seven hundred and fifty (\$750.00) that will be paid to all full time employees each calendar year in the last pay in June..

Article 22
Health and Wellness

- A. The Township will provide individual or family health and/or dental insurance, whichever is appropriate in the employee's case. If the employee waives coverage of health insurance benefits from the Township for twelve (12) consecutive months, the employee shall be reimbursed an amount equal to 25% of the amount that the Township saved due to the waiver, or \$5,000.00, whichever is less. Said payment shall not be incorporated into the base pay and shall not be pensionable. The amount saved by the Township is determined by the cost of the insurance premium to the Township, minus the employee contribution that would have been made had the employee not waived coverage. The employee must provide the Township with written notice of their intent prior to the commencement of the 12-month period. In order to qualify for this payment, the employee will be required to provide proof of other health insurance coverage.
- B. The Township shall have the right to select insurance carriers or carriers to provide the aforementioned services and benefits provided that any new policy and plan is comparable to the policy and plan that is in existence on the effective date of this Agreement.
- C. Employees shall be required to contribute to his/her health benefits in accordance with Tier IV rates set forth in Chapter 78, P.L. 2011.

Article 23
Service Records

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Township. They may be used for evaluation purposes by the EMS Supervisor or Township Administrator.
- B. Whenever a written complaint concerning an employee or his actions is to be placed in this personnel file, a copy shall be made available to the employee and he or she shall be given the opportunity to rebut it if he or she desires. The employee shall be permitted to place said rebuttal in his or her file.

Article 24

Training, Certifications, and Continuing Education

- A. Full time employees will be entitled to up to twenty-four (24) hours per year with pay for training and continuing education time to meet the New Jersey Department of Health Office of Emergency Medical Services recertification requirements for EMTs. This time shall be in addition to departmentally mandated training such as OSHA, WMD, and other proficiencies as required.
- B. All mandatory training shall be paid at employees' overtime rate of one and one-half (1 ½) times their rate of pay.
- C. Management has the right to schedule training during work hours, with the understanding that employees will not receive training credit if their course is interrupted by an emergency call for service.
- D. FLSA requires that personnel be paid for training required to retain professional certifications. The Township shall pay the associated costs for the upkeep of certifications or licensures and for training necessary for a full-time employee to continue their employment.
- E. Approval for any outside training conferences will be left at the discretion of the EMS Supervisor and/or Township Administrator. Application processes for conference attendance will be in accordance with mutually agreeable departmental guidelines. No reasonable request shall be denied.

Article 25
Statutory and Legal Rights

- A. Nothing contained herein shall be construed to deny or restrict the Township or the employees from the exercise of its or their rights under R.S. 34:13 A, R.S. 40, 40A, or any other national, state, county, or local laws or ordinances pertaining to the employees covered by this Agreement.

Article 26
Maintenance of Benefits

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

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

Article 27
Separability and Savings

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

Township of North Hanover

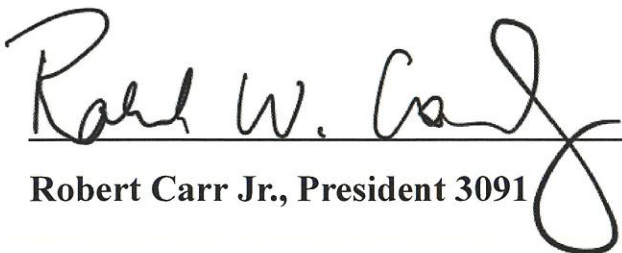


Ronald DeBaecke, Mayor

Date: 03/13/2025

Burlington County Firefighters Association,

IAFF Local 3091



Robert Carr Jr., President 3091



Patrick Wells., Shop Steward

Date: March 6, 2025