

AGREEMENT

between

TOWNSHIP OF LAKEWOOD, A BODY CORPORATE

COUNTY OF OCEAN, STATE OF NEW JERSEY

and

LAKEWOOD TOWNSHIP LOCAL NO. 380

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

Effective January 1, 2010 through December 31, 2012

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

This Agreement made and entered into in Lakewood Township, New Jersey, as of March 25, 2010, between the Township of Lakewood, a municipality in the County of Ocean and the State of New Jersey, hereinafter referred at as the "Township" or "Employer" and Firemen's Mutual Benevolent Association, Local No. 380, (hereinafter referred to as "FMBA"), is designed to maintain and to promote a harmonious relationship between the Township and the members of this Local through negotiations in order that a more efficient and progressive service may be rendered.

WITNESSETH:

WHEREAS, the Township and the FMBA recognize and declare that providing quality emergency medical services for the Township is their mutual aim, and

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

ARTICLE I
RECOGNITION

SECTION 1

A. The Township hereby recognizes the FMBA as the exclusive bargaining representative for members of this department of full-time, permanent Emergency Medical Technicians (EMT), and/or Emergency Medical Service (EMS) employees excluding all other employees, full or part-time, for the purpose of collective negotiations with respect to salaries, benefits, working conditions, procedures for adjustments of disputes and grievances and other related matters, as covered in the Agreement.

B. Where the words "he", "she", "him", "her", "his", "hers" or other terms specific to one gender are used in the Agreement, they shall refer to both sexes equally.

SECTION 2

UNION DUES

A. The Township agrees to deduct the local union dues and initiation fees from the pay of the permanent employees who are covered under this contract in the EMS department, and who authorize in writing to do so. Deductions will be made weekly. All amounts deducted shall be remitted to the local union once a month not later than the tenth (10th) day of each month following the deduction. The local union will advise the Township in writing the amount of the initiation and monthly dues. The Township agrees to furnish the local union upon request, monthly, a list of all employees whose dues and initiation fees have been deducted.

B. Pursuant to the "New Jersey Employer-Employee Relation Act" as amended, all non-members of the Union shall pay to the Union a representation fee in lieu of dues for services rendered by the Union in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Union to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall fee exceed 85% of the regular membership dues, fees and assessments.

SECTION 3
PERSONNEL FILE

The members of the FMBA will have the right to review their personnel file at a time that is convenient to both the Township and said members. It is agreed that any written document pertaining to disciplinary charges must be given to the member so that he/she has the opportunity to initial the document prior to it being placed in his/her file.

All Personnel Records, which include, but are not limited to, an employee's Personnel File, Medical Records File and Infectious Control Files must be stored separately in a secured locked cabinet. Personnel Files may only be accessed by the employee as to his files, Department Head of the Lakewood Township Department of EMS, New Jersey Department of Health, the Township Manager and the Township Attorney. Medical Record Files may only be accessed by the employee as to his files, Department Head of the Lakewood Township Department of EMS, the New Jersey Department of Health, and the Township Attorney. Infectious Control Files may only be accessed by the employee as to his files, Department Head of the Lakewood Township Department of EMS, the New Jersey Department of Health, the designated Infectious Control Officer of the Lakewood Township Department of EMS and the Township Attorney. If any of the above authorized individuals access any personnel records referenced above, all parties accessing the file must sign a consent form, which acknowledges that they have accessed the file, and the employee must be notified immediately in writing.

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

ARTICLE II
VACATION AND HOLIDAYS

SECTION 1

VACATION

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

1 to 10 years	12 days
10 years to one day to 15 years	18 days
15 years to one day and up	24 days

B. Vacation picks will be made during the last two weeks of November for the first half of the subsequent year. Vacation picks for the second half of the year will be made during the last two weeks of May. All picks will be made on the basis of seniority. Once the Township approves the member their selected vacation pick, the Township shall not unreasonably revoke the vacation pick day(s) and/or unreasonably deny the member the use of the vacation pick day(s). All request for time off after the specified time, will be handled on a first-come, first-serve basis.

SECTION 2

ACCUMULATION OF VACATION

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

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

SECTION 3

HOLIDAYS

The following shall be recognized as Holidays paid at the employee's daily base rate under this Agreement: New Year's Day; Good Friday; Memorial Day; General Election Day; Veteran's Day; Columbus Day; Washington's Birthday; Lincoln's Birthday; Independence Day (4th of July); Labor Day; Thanksgiving Day; Day After Thanksgiving Day; Christmas Day and Dr. Martin Luther King, Jr.'s Birthday.

SECTION 4

ALLOWANCE IN LIEU OF VACATION

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

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

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

SECTION 5

PERSONAL DAYS

A. Each member of the unit shall be entitled to three personal days leave per year, each personal day shall be equal to one full shift.

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

SECTION 6

STATE UNION MEETING ATTENDANCE

The Township agrees to grant the necessary time off to the FMBA President and/or official, duly authorized representative of the FMBA, in accordance with N.J.S.A. 11A:6-10 to attend quarterly State Meetings.

SECTION 7

NEGOTIATION COMMITTEE

Any employee or employees who are designated by the Union to participate in collective bargaining meetings for the purpose of negotiations of a Collective Bargaining Agreement will be excused from his/their work assignment without the loss of regular straight time pay.

ARTICLE III

LEAVES OF ABSENCE

SECTION 1

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

SECTION 2

Funeral Leave shall be granted with pay upon the death of a member of his/her immediate family. Such leave shall be from the day of the death up to and including the day of burial, but not to exceed three days. In the event the member has to travel out of state to attend the funeral, he/she may be granted leave up to five days with the approval of the Township

Manager. Family shall include: spouse, children, parents, grandparents of the member or spouse, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, or the death of a relative who resides in the member's household.

SECTION 3

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

SECTION 4

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

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

SECTION 5

In the event of lay-off and rehiring, the last full-time Emergency Medical Technician who was hired will be the first employee to be laid off. The last full-time Emergency Medical Technician who was laid off will be the first to be rehired in accordance with his/her seniority as an Emergency Medical Technician with the Township of Lakewood, Department of Emergency Medical Services.

ARTICLE IV

SICKLEAVE

SECTION 1

Sick Leave with pay shall be credited each permanent full-time employee member on the basis of 1-1/4 days per month of continuous service, and shall be cumulative from year to year after the first year. During the first year, one day per month shall be credited.

SECTION 2

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

SECTION 3

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

ARTICLE V
LONGEVITY
SECTION 1

Each member shall be paid, in addition to his regular salary, longevity increments which shall be figured and computed on the member's base salary based on his/her years of continuous service in the Township, in accordance with the following schedule:

Beginning the first day of the fourth year	1.5%
Beginning the first day of the eighth year	3.0%
Beginning the first day of the twelfth year	4.5%
Beginning the first day of the sixteenth year	6.0%
Beginning the first day of the twentieth year	7.5%

SECTION 2

Longevity increases shall not be granted to any employee hired on or after May 1, 1991.

ARTICLE VI
CLOTHING ALLOWANCE
SECTION 1

Clothing allowance shall be the sum of \$600.00 per year for 2010, 2011 and 2012. The Township agrees to process all clothing allowance requests that are submitted by December 1st of each contract year. The Township agrees to make all clothing allowance funds available for use by Employees on January 1 of each contract year.

ARTICLE VII
SALARIES AND OVERTIME

SECTION 1

Bargaining unit employees shall receive salaries as set forth in Schedule A and Schedule B of this Agreement. The salary schedule shall be readjusted as set forth in Schedule B, so that new employees after January 1, 2010 shall move annually through the step system based upon the eight steps referred to in Schedule B from minimum to maximum salary. Movement shall continue to be annually for new employees and existing employees until they reach Step 6 as to existing employees and Step 8 as to newly-hired employees.

Upon the agreement of all other Township bargaining units, Local 380 also agrees to move to a bi-weekly payroll. Without the acceptance of all other bargaining units, the current weekly payroll shall continue to be distributed to Employees by 0000 hours on the day of the check issuance date.

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

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

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

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

SECTION 2

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

SECTION 3

Assignment to a particular shift will be made according to seniority and preference submitted. Work schedule picks will take place annually on a seniority preference to take effect the first Saturday of January.

Work schedules which set forth the Employee's shifts, workdays and hours of work will be posted or provided to all Employees. Except in emergency situations, work schedules shall not be changed unless the changes are discussed and agreed upon by the FMBA and the Employer.

In the event of extended leave of a full-time Employee, other full-time employees shall have first choice to switch to the available shift until the return of the absent Employee. If more than one Employee seeks to switch to the absent Employee's shift, the selection will be made based upon seniority.

SECTION 4

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

SECTION 5

All coverage for special events, including but not limited to, Night Out Against Crime, Fireworks, Concerts, Graduations and other large scale events that require additional EMS

Personnel, will be offered to full-time employees of the Township of Lakewood, Department of EMS, prior to the coverage being offered to part-time employees. Employees will be paid time and one-half for working these events.

SECTION 6

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

SECTION 7

Any Employee who teaches a class on the behalf of the Township of Lakewood, Department of Emergency Medical Services, will be paid at a rate of time and one-half (1 ½).

ARTICLE VIII

GRIEVANCE PROCEDURE

SECTION 1

No member of the FMBA shall be removed, dismissed, discharged, fined or disciplined in any manner except for just cause. If any member is disciplined, and in the judgment of the FMBA that such action was taken by the Township without just cause, or if a dispute arises involving a member's wages, hours of condition of employment; which wages, hours or conditions of employment are controlled by this Agreement, or which are provided for in any statute, adjustment shall be sought as follows:

Step 1. An employee having a grievance shall present it orally, either individually or in the presence of a FMBA representative to the immediate supervisor within thirty (30) calendar days after the occurrence of the matter giving rise to such grievance. If the grievance is no forthcoming within this time period, it shall be considered null and void.

Within five (5) working days of receiving said grievance, the immediate supervisor shall meet with the individual and the FMBA representative (if requested by the individual filing said grievance) for the purpose of adjusting or resolving said dispute.

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

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

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

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

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

ARTICLE IX
MANAGEMENT'S RIGHTS

SECTION 1

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

SECTION 2

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

ARTICLE X
HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL

SECTION 1

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

SECTION 2

Upon retirement, the employee shall continue to be carried on, and covered under, the employer's hospitalization plans then in effect; to be paid solely by the employer, at the option of the employee. The Employer agrees to obtain such hospital plan coverage to cover retired employees after 25 years of full-time employment.

SECTION 3

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

a) Medical/Hospitalization coverage shall be subject to utilization management incorporating the following techniques:

- i. Hospitalization pre-certification
- ii. Second surgical opinion
- iii. Large case management
- iv. Continued stay review
- v. High risk pregnancy management

b) Major Medical deductibles will be \$150.00 for single coverage and \$300.00 for family coverage. Co-insurance of 80%/20% of the next \$3,000 and 100% thereafter.

c) Prescription coverage – Pharmacy co-pay of 5% towards cost of prescription.

d) Paragraphs b and c above shall not take effect unless and until either one of the following bargaining units representing Township employees, AFSCME or the Teamsters, agrees to a similar provision within their respective Agreements.

e) All other features of the 1994 Township plan of benefits will remain unchanged.

SECTION 4

Effective March 25, 2010, all full-time Employees who receive health care benefits shall pay a maximum of 7.5% of their health care premiums back to the Township. Employees who are eligible for health care coverage from another Lakewood source shall forfeit their health care coverage with the Township in consideration for this agreement. Employees who select the opt out may obtain Township health coverage immediately should the secondary source not be available. The FMBA members will not be required to contribute any additional monies towards their health care benefits, including but not limited to the 1.5% payment referred to in a recent State law. The 7.5% payment shall be by way of payroll deduction as agreed to between the parties to this Agreement.

SECTION 5

Due to the nature of Emergency Medical Services and the dangers inherent in the position, the Employer will annually provide the Employee with the following testing at no cost to Employee: Tuberculosis (Mantoux) testing, vaccinations and/or titers to determine exposure to Hepatitis A, B, C and HIV, as well as mandatory fit testing for the NIOSH 95 respirator as per OSHA requirements.

ARTICLE XI
EDUCATIONAL BENEFITS

SECTION 1

Any full-time employee attending classes for their Paramedic 24-hours per year qualifications; and any EMT attending classes for their 40-hour three year qualification, shall not be deducted for their time while attending said classes should they fall on their regularly assigned duty shift; nor shall said full-time employees be required to deduct from their sick, vacation or personal time for said class attendance. All full-time employees shall be entitled to 40 hours of time off per year in order to attend classes required to maintain their certification as an Emergency Medical Technician and/or Paramedic. No full-time Employee shall be required to utilize their sick, vacation, holiday or personal time for said class attendance.

The Employer agrees to provide \$400.00 per year for each full-time employee of the FMBA for training purposes related to the operation of the unit upon successful completion of the course and certified receipt.

SECTION 2

An employee who has attained an Associate Degree from an accredited college, institution or university, shall be entitled to an additional annual stipend of \$500.00. An employee who has attained a baccalaureate or higher degree from an accredited college, institution or university shall be entitled to an additional annual stipend of \$1,000.00.

ARTICLE XII
SAVINGS CLAUSE
SECTION 1

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

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

ARTICLE XIII
MISCELLANEOUS PROVISIONS

SECTION 1

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

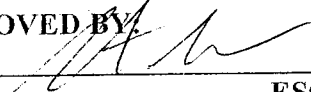
SECTION 2

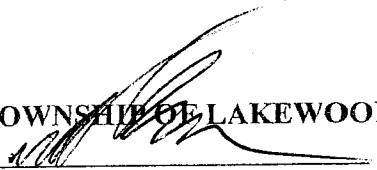
Privatization. There shall be no privatization of Emergency Medical Services up to and including December 31, 2010. The parties agree that this is binding, and consequences shall result if there is action by the Township to the contrary, in which event the Township shall be liable for monetary damages, to wit, as to those wages and benefits lost as a result of this Agreement (meaning the prior Agreement as compared to the Memorandum of Agreement and the final Agreement). They will be paid to all employees covered by this Agreement as of March 31, 2010 and thereafter.

DURATION OF AGREEMENT

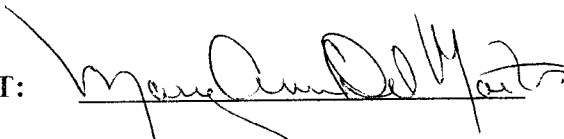
This Agreement shall be in full force and effect as of January 1, 2010 and shall remain in effect to and including December 31, 2012.

This Agreement shall continue and remain in full effect from year to year thereafter until such time as its terms are modified, amended or rescinded by a newly executed contract. The parties hereto agree to begin negotiations not more than 120 days and not less than 90 days before expiration of this Agreement and shall negotiate in good faith and diligence to effect settlement prior to December 31, 2012.

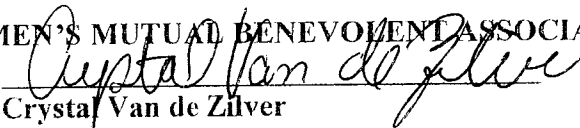
APPROVED BY 
_____, ESQ.
TOWNSHIP ATTORNEY

BY: 

MAYOR

ATTEST: 

TOWNSHIP CLERK

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 380
BY: 

Crystal Van de Zilver
PRESIDENT

*Schedule A
Annual Salary Schedule for Classified Service
Emergency Medical Technician's and/or EMS Employees
Hired Prior to January 1, 2010

2010
Effective on and After March 25, 2010

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$26,260	\$30,503	\$34,748	\$38,993	\$43,239	\$49,895

2011

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$26,260	\$30,503	\$34,748	\$38,993	\$43,239	\$49,895

2012

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$26,260	\$30,503	\$34,748	\$38,993	\$43,239	\$49,895

*This reflects a 30% wage reduction effective March 25, 2010.

***Schedule B**
Annual Salary Schedule for Classified Service
Emergency Medical Technician's and/or EMS Employees
Hired After January 1, 2010
(Effective on and after March 25, 2010)

Steps	2010	2011	2012
Step 1	\$26,260	\$26,260	\$26,260
Step 2	\$29,636	\$29,636	\$29,636
Step 3	\$33,012	\$33,012	\$33,012
Step 4	\$36,388	\$36,388	\$36,388
Step 5	\$39,764	\$39,764	\$39,764
Step 6	\$43,140	\$43,140	\$43,140
Step 7	\$46,516	\$46,516	\$46,516
Step 8	\$49,895	\$49,895	\$49,895

*This reflects a 30% wage reduction effective March 25, 2010. This reflects the eight steps for employees hired after January 1, 2010. New annual incremental amounts for new employees are based upon eight steps.

Annual increments (before maximum) continue for "6 Step" employees.