

AGREEMENT BETWEEN

THE TOWNSHIP OF LAWRENCE

AND

LOCAL 396 OF THE FIREFIGHTERS MUTUAL BENEVOLENT

ASSOCIATION

(Emergency Medical Technicians)

JANUARY 1, 2014 TO DECEMBER 31, 2015

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PREAMBLE

This two-year Agreement made and entered into this ___ day of _____, 2015, by and between the Township of Lawrence, in the County of Mercer, a Municipal Corporation in the State of New Jersey (hereinafter referred to as the "Township"), and Local 396 of the Firefighters Mutual Benevolent Association (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargained issues between the Township and the Union and is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are covered by this Agreement, in order that more efficient and progressive public service may be rendered. This Agreement will expire on the 31st day of December 2015.

ARTICLE 1
RECOGNITION AND SCOPE OF AGREEMENT

Section 1.1

The Township hereby recognizes the Union as the sole and exclusive representative of all employees in the bargaining unit as defined in Article I Section 1.2, herein for the purpose of collective bargaining, settlement of grievances and all activities and processes relative thereto.

Section 1.2

The bargaining unit shall consist of all employees whose titles are EMT and Supervising Emergency Medical Technician, of the Department of Public Safety, of the Township of Lawrence, New Jersey now employed or hereafter employed, excluding the Safety Officer, and any confidential employees and all employees not engaged in emergency services within the Township of Lawrence.

Section 1.3

This Agreement shall govern all wages, hours and all other conditions of employment as hereafter set forth. No member of the FMBA Local 396 shall receive salary and benefits less than those provided to the general membership and listed in the contract.

Section 1.4

This Agreement shall be binding upon the parties hereto and their successors, as permitted by law.

ARTICLE II
COLLECTIVE BARGAINING PROCEDURE

Section 2.1

Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Municipal Manager of the Township or his designee or designees, and the Committee of the Union or their designees, shall be the respective bargaining agent for the parties. No representatives of the Township shall meet with any member of the Union other than the authorized representatives of FMBA Local 396 for the purpose of discussing wages, hours, or conditions of employment or any other matters, which are subjects of collective bargaining.

Section 2.2

Collective bargaining meetings shall be held at times mutually convenient at the request of either party.

Section 2.3

Employees of the Township not greater than two (2), who may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement, will be excused from their work assignments.

ARTICLE III

CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

Section 3.1

The Township agrees to grant the necessary time off without loss of pay to a representative of the UNION selected as a delegate to attend any state or International convention of the FMBA. The Township further agrees to grant the necessary time off without loss of pay to the member of the Union selected as the P.F.A.N.J. representative in order to enable said delegate to attend all monthly and special meetings of the P.F.A.N.J. and to attend to such other business as may be required subject to available manpower and advance approval of the Municipal Manager, provided however, said time off does not exceed twelve (12) days per calendar year.

Section 3.2

The UNION President or other UNION officials shall have reasonable time during work hours to type letters, make telephone calls and conduct Union business without loss of pay. UNION officials shall also be permitted to utilize a desk, telephone and computer to conduct Union business. No personal business is to be conducted while utilizing the aforementioned facilities.

If a grievance or potential grievance is the subject of such business, employees who are the subject of a grievance shall likewise have reasonable time without loss of pay during working hours to confer with the President or his/her authorized representative, upon approval the employee's supervisor.

Section 3.3

The Union shall have the sole use of a designated Union bulletin board or portion of a bulletin board in each station for the sole purpose of posting notices relating only to matters of official business of all EMS/ Fire organizations and other employee related matters.

Only material authorized by the signature of the President or a Union Representative shall be permitted to be posted on said bulletin board. The Township may require the Union to remove from the bulletin board any material, which does not conform to the intent of the above provisions of this Article. Said material will be kept on file with the Union.

ARTICLE IV
DISCRIMINATION AND COERCION

Section 4.1

There shall be no discrimination, interference, or coercion by the Township or any of its agents against the employees represented by the Union because of membership or activity in the Union.

Neither the Township nor the Union shall discriminate against any employee because of race, color, creed, sex or national origin. The Union shall not intimidate or coerce employees into membership.

ARTICLE V
MATERNITY LEAVE

Section 5.1

Maternity Leave may be granted up to one (1) year by the Municipal Manager or his designee provided the request is made in writing one month prior to the effective date of leave. The leave, if granted, shall be without pay. Requests for leave under this section shall not be reasonably denied.

ARTICLE VI
SEVERANCE PAY

Section 6.1

Upon retirement of any full time employee hired prior to December 31, 2009 in accordance with applicable statutes and regulations, said employee shall be entitled to a lump sum cash payment in an amount equal to fifty percent (50%) of his/her accumulated sick leave provided, however, that said payment shall in no event exceed the sum of fifteen thousand dollars (\$15,000). Upon retirement employees hired on or after January 1, 2010 shall be entitled to a lump sum cash payment in an amount equal to twenty-five percent (25%) of accumulated sick leave provided; however, that said payment shall in no event exceed the sum of ten thousand dollars (\$10,000). Upon retirement employees hired on or after January 1, 2014, in accordance with applicable statutes and regulations shall not be entitled to any payment toward or for accumulated sick leave. The amounts specified above based on the hiring date of the employee shall not exceed the established maximum amounts but shall be reduced if required by Statute. Full time employees shall be entitled to terminal leave payment upon retirement provided that the employee shall furnish proof of retirement to the Township. The form of this proof shall be in the form of a copy of the employee's first retirement check from the Public Employee Retirement System (PERS).

ARTICLE VII
HOURS OF EMPLOYMENT

Section 7.1

Calendar year shall begin on January 1st at 00:01 hours, through December 31st at 2400 hours.
Calendar week shall mean any week from Sunday at 00:01 hours through Saturday at 2400 hours.

The work week shall refer to the normally scheduled work periods as follows:

- Week 1: 36 hour schedule shall be a group of three (3) work days.
- Week 2: 48 hour schedule shall be a group of four (4) work days.

Work Day shall mean any twelve (12) hour period that an employee is scheduled to work.

The Supervising Emergency Medical Technician work week schedule shall be thirty-five (35) hours, seven hours per day and said amount of hours shall be applicable to all subsequent sections of this Agreement regarding all matters of time worked and time off.

Section 7.2

Whenever an employee may be recalled to duty, the employee shall be entitled to compensation at overtime rate for all hours worked, with a minimum compensation of four (4) hours at the overtime rate except in such cases as the hours worked are continuous with the employee's regularly scheduled work day, in which case compensation shall be for the hours worked only.

Section 7.3

1. For purposes of calculating overtime, the employee's hourly rate will be based on an eight (8) hour day, forty (40) hour work week.
2. If a full-time Emergency Medical Technician is responding to an emergency call during a time that would be considered a lunch break and said response can be documented, the employee shall be compensated for not receiving a lunch break at straight time.

ARTICLE VIII
COMPENSATION FOR OVERTIME

Section 8.1

Overtime wages shall be paid at the next immediate two (2) week pay period after such overtime is recorded, as provided in this section and Section 7.3. For the purpose of calculating the overtime rate the employee's overtime rate will be based on an eight (8) hour day, forty (40) hour work week.

Exchanges of shifts between Emergency Medical Technicians (EMT's) shall be permitted. Exchanges shall be for the identical number of hours. Exchanges must be completed within thirty (30) days. All shift exchanges must be requested in writing and receive written approval of the Supervising Emergency Medical Technician, Lawrence Township Emergency Management Coordinator or the Chief of Police or his designee. Shift changes shall not cause any need for overtime.

Whenever a full time employee covered by this collective bargaining agreement in any work week shall be required, directed or authorized to work any period in excess of forty (40) hours in a work week or beyond a scheduled shift as defined in Article VII, Section 7.1 herein, said employee shall be paid at a rate of time and one-half (1½) the regular rate of pay. For each overtime hour worked by an employee, the employee shall have the choice of compensatory time off or money. Compensatory time will equal the overtime rate of one and one-half (1½) times the hours worked.

Time off taken during the forty-eight (48) hour schedule (i.e., vacation, sick, personal or holiday time) is considered idle time and does not become a part of the forty (40) hour week aggregate for overtime calculation purposes.

All shift vacancies when not able to be exchanged per the above language, for whatever reason, shall first be filled by a per diem EMT who is on the approved list of per diem EMTs. If the shift vacancy cannot be filled with an approved per diem EMT then the shift may be filled by a member of Local 396 with the written approval of the Supervising Emergency Medical Technician, Lawrence Township Emergency Management Coordinator or the Chief of Police or his designee.

No employee may accrue compensatory time in excess of one-hundred (100) hours. No employee shall carry over compensatory time in excess of one-hundred (100) hours from a prior year. No employee will receive a cash payment or payout of compensatory time upon retirement from their position. Employees that have accrued compensatory time will receive a cash payment if the employee is subject to a layoff or resigns.

ARTICLE IX
SALARY GUIDE AND STEPS

Section 9.1

Salary increases shall be as follows:

1. Effective for 2014 there shall be no Cost of Living Adjustment in salary.
2. Effective January 1, 2015 each employee shall receive a 1.95% increase to their base salary.
3. Effective January 1, 2014 employees not at the maximum of the step guide will move one step on the guide on the anniversary date of the employee, excluding service for calendar years 2010 and 2013.
4. Effective January 1, 2015 in addition to the annual increase, employees not at maximum of the step guide will move one step on the step guide on the anniversary date of the employee, excluding service for calendar years 2010 and 2013.

Section 9.2

FMBA Local 396					
				2014	2015
Grade 1	Emergency Medical Technician	Step	1	51,033	52,029
		Step	2	52,299	53,319
		Step	3	53,564	54,609
		Step	4	54,830	55,899
		Step	5	56,095	57,189
		Step	6	57,360	58,479
		Step	7	58,626	59,769
		Step	8	59,891	61,059
		Step	9	61,157	62,349
		Step	10	62,421	63,638
		Step	11	63,687	64,929
Grade 3	Supervising Emergency Medical Technician	Step	1	75,723	77,199

FMBA Local 396					
Hired After January 1, 2007				2014	2015
Grade 2	Emergency Medical Technician	Training			
		First 6 months	--	40,220	41,004
		Step	1	48,482	49,427
		Step	2	49,684	50,653
		Step	3	50,886	51,878
		Step	4	52,088	53,104
		Step	5	53,290	54,329
		Step	6	54,492	55,555
		Step	7	55,694	56,780
		Step	8	56,897	58,007
		Step	9	58,099	59,232
		Step	10	59,299	60,456
		Step	11	60,503	61,683
Step	12	63,688	64,930		

ARTICLE X
DUES DEDUCTIONS

Section 10.1

The Township shall, upon receipt of written authorization from a member of the Union, deduct the regular monthly dues of such member from his/her pay and remit such deduction by the succeeding month to the official designated by the Union to receive such deduction. The Union will notify the Township in writing of the exact amount of such regular membership dues to be deducted. This authorization shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall rise out of reliance upon dues deduction authorization forms submitted.

Section 10.2

Pursuant to the Agency Shop Bill, any employee in the Union on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment with the Unit and/or any employee previously employed with the unit who does not join within ten (10) days of re-entry into employment within the Union shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in the amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of the Agreement so long as the Union remains the majority representative of the employees in the Union, provided that no modification is made in this provision by a successor agreement between the Union and the Township.

ARTICLE XI
HOLIDAY AND SNOW DAYS

Section 11.1

The following holidays shall be authorized:

- | | |
|---------------------------|----------------------------|
| 1. New Years Day | 8. Labor Day |
| 2. Martin Luther King Day | 9. Columbus Day |
| 3. Lincoln's Birthday | 10. General Election |
| 4. President's Day | 11. Veteran's Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Day after Thanksgiving |
| 7. Independence Day | 14. Christmas Day |

All employees covered by this Agreement who do not receive the above holidays off on the designated date, as such, the above listed holidays shall be grouped together and given off as holiday leave each calendar year.

Credit for holiday leave will consist of eight (8) hours each day, one hundred twelve (112) hours each calendar year.

Holiday leave will be used like vacation time and the employee will be charged twelve (12) hours of holiday time off.

Holidays which fall within a period when an employee is taking time off shall not be counted as part of the employees' time off.

Section 11.2

Employees of the Department of Public Safety shall receive time off in a manner commensurate with other Township employees for snow days provided the employee was actively on duty.

ARTICLE XII
BEREAVEMENT LEAVE

Section 12.1

In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the date of death or the day of the funeral, but in no event shall said leave exceed four (4) consecutive working days per incident, except in a case where the funeral is more than four (4) consecutive working days after the day of death, in which case the day of the funeral shall be granted with pay, or in the case of spouse or child, in which case said leave shall not exceed ten (10) consecutive working days per incident.

Section 12.2

The term "immediate family" includes wife, husband, daughter, son, father, mother, brother, sister, grandchildren, mother-in-law, father-in-law or a relative who is regularly living in the employee's household.

Section 12.3

In the event of the death of an employee's grandmother, grandfather, aunt, uncle or cousin, the day of the funeral will be granted as time off without loss of compensation unless the relative permanently resided in the employee's household.

Section 12.4

Notwithstanding the content of the foregoing subparagraph, the Municipal Manager in his sole discretion may grant special consideration in those situations, which are not covered by the above circumstances.

Section 12.5

The Township may require verification of death.

ARTICLE XIII

PENSIONS

Section 13.1

The Township shall provide and maintain pension and retirement benefits in accordance with the provisions and statutes of the New Jersey Public Employee Retirement System to all qualified.

Section 13.2

The Township shall establish a deferred compensation plan for members of this bargaining unit.

ARTICLE XIV
VACATION LEAVE

Section 14.1

The following vacation schedule shall apply:

Employment Period	Vacation
From date of appointment to December 31 st of the year of appointment	8 hours per month
For each succeeding year up to and including the fifth (5 th) year of employment	96 hours per calendar year
From the sixth (6 th) through and including the tenth (10 th) year of employment	120 hours per calendar year
From the eleventh (11 th) through and including the fifteenth (15 th) year of employment	160 hours per calendar year
Employees hired before 1/1/07 from the sixteenth (16 th) year and each year thereafter	200 hours per calendar year
Employees hired after 1/1/07 will NOT be eligible for vacation days in excess of the twenty (20) working day maximum.	

Section 14.2

If an employee is called back to work while on vacation, the employee shall be paid at the rate of twice the employee's regular rate of pay for all hours worked and shall not lose vacation time.

Section 14.3

Unused vacation may be accumulated one year beyond the calendar year in which it is earned, subject to the approval of the Municipal Manager. This approval will not be unreasonably denied.

Section 14.4

An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance of the current year prorated upon the number of months worked in the calendar year.

Section 14.5

Whenever an employee dies, there shall be calculated and paid to his/her estate a sum of money equal to the compensation calculated at the employee's salary rate at the time of death.

Section 14.6

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.

Section 14.7

Any employee that is charged for vacation hours in excess of the hours that the employee is entitled will have the excess hours automatically charged to available "Personal Leave" hours available per Article XXV of this Agreement.

ARTICLE XV

SICK LEAVE

Section 15.1

All full time permanent, full time temporary or full time provisional employees shall be entitled to sick leave with pay based upon their aggregate years of service. 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. Sick leave may also be used for short periods for attendance to member of the immediate a family who is ill.

Section 15.2

The minimum sick leave with pay shall accrue to any full time employee on the basis of eight (8) hours per month during the remainder of the first calendar year of employment and one hundred twenty (120) hours in every calendar year thereafter. Any amount of sick leave allowance not used in a calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

Section 15.3

If an employee is absent for reasons that entitle him to sick leave, his/her supervisor shall be notified prior to the employee's starting time or in conformance with department regulations.

Section 15.4

The appointing authority may require proof of illness, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In case of leave of absence due to exposure to contagious disease, a certificate from the Health Department shall be required.

Section 15.5

Any employee that is charged for sick leave hours in excess of the hours that the employee is entitled will have the excess hours automatically charged to available "Personal Leave" hours available per Article XXV of this agreement.

ARTICLE XVI

UNIFORMS

Section 16.1

The Township agrees to provide all new employees with a complete complement of uniforms.

- A. In the event of a change in uniforms, the Township shall purchase any new items at no cost to the employee.
- B. The Township agrees to replace, at no cost to the employee, all issued uniform items and structural firefighting protective gear that is damaged.
- C. New hires will be provided one thousand dollars (\$1000) for the purchase of uniform items not to include turnout gear.
- D. The Township agrees to provide all EMTs and Supervising EMT one thousand fifty dollars (\$1,050) annually, which shall be utilized to replace/purchase uniforms.

ARTICLE XVII

LONGEVITY

Section 17.1

Each employee hired before December 31, 2013 and covered by this Agreement shall, in addition to his/her regular wages and benefits, be paid longevity based upon years of service as of December 31, 2013 with the Township in accordance with the following amounts. Said amounts to be paid to an employee shall not be adjusted beyond the longevity amount being received by an eligible employee as of December 31, 2013. Longevity shall be pensionable and included as part of the employee's regular pay.

Length of Service	Amount Per Annum
Beginning in year 8 through year 11	\$800
12 through 15	\$1,100
16 through 19	\$1,400
20 through 23	\$1,700
24 through 27	\$2,000
28 and beyond	\$2,300

ARTICLE XVIII
HEALTH AND RETIREMENT BENEFITS

Section 18.1

The Township agrees to provide health insurance for all employees and their dependents.

Effective in the first pay period of January 2014, all employees that receive Township provided health benefits shall contribute to the cost of the said health benefit premium for medical and prescription coverage as required by law, specifically Chapter 78, P.L. 2011. On January 1, 2014 all employees with a hire date before December 31, 2013 shall contribute according to "Year 2" of the Chapter 78 "matrix". All employees hired on or after January 1, 2014 shall contribute based upon the "Year 4" rates specified by said law and attached to this Agreement as Appendix A.

Section 18.2

The Township agrees to provide retirement benefits in accordance with applicable New Jersey statutes. Members that retire after the effective date of this Agreement shall contribute one percent (1%) of their pensionable benefit towards the cost of their selected health and prescription coverage, unless a statutory contribution requires an amount in excess of one percent (1%). The higher amount will be the rate of contribution for health and prescription coverage. The applicable amount will be paid on a monthly basis to the Township by the retiree. Each retiree shall supply proof of pension benefits.

Section 18.3

The Township agrees to provide a drug prescription plan, at least the equal to the present program for employees and their families, and reserves the right to choose the insurance carrier for these programs. Employees will be required to contribute to the cost of prescription coverage as provided in Section 18.1 of this Agreement.

Section 18.4

The Township will pay fifty percent (50%) of an approved dental plan for employees and their families. The Township reserves the right to choose the insurance carrier for these programs. Employees shall have an option to participate in the program.

Section 18.5

The Township will pay for a life insurance policy in the amount of five thousand dollars (\$5,000) for a natural death and will increase to ten thousand dollars (\$10,000) in the event of an accidental death. The Township reserves the right to choose the insurance carrier to this program.

Section 18.6

Post-retirement health benefits will be provided. Retirees qualify under the following conditions:

- A. Disability Retirement
- B. Service Retirement with at least twenty-five (25) years of service in a state approved pension system and at least ten (10) years with Lawrence Township.
- C. Service Retirement at age 62 or older with at least fifteen (15) years of service with Lawrence Township.

The limit of post retirement coverage is as follows:

- A. Retirement under the age of 55, the Township will pay for coverage for ten (10) years from date of retirement for retiree and dependents.
- B. Retirement between the ages of 55 and 60, the Township pays for coverage until age 65 for retiree and dependents.
- C. Retirement between the ages of 60 and 65, Township pays for coverage until the age of 65 for retiree and dependents, and pays for coverage for only the retiree for a period of five (5) years from the date of retirement. i.e.(employee retires on 63rd birthday, Township pays coverage cost for the retiree and dependent to age 65, and pays coverage cost for retiree only until 68th birthday).
- D. Retirement at age 65 or older, the Township pays for coverage for five (5) years from date of retirement-retiree only.

Section 18.7

The Township will pay two hundred fifty dollars (\$250.00) annually per employee toward the cost of an eye exam, eyeglasses, contact lenses or a physical examination. In all cases the Township will reimburse up to two hundred fifty dollars (\$250.00) per year per employee upon submission of receipts to substantiate the costs.

Section 18.8

An employee who elects not to enroll in any health benefit plan and/or prescription drug plan and provides documentation of comparable coverage from another source (e.g., a spouse's employer) shall be entitled to receive a cash payment which shall not exceed fifty percent (50%) of the amount saved by the Township because of the employee's waiver of coverage and for a waiver filed on or after the effective date of P.L. 2010.c.2 which shall not exceed twenty five percent (25%) or five thousand dollars (\$5,000) whichever is less of the amount saved by the Township because of the employee's waiver of coverage. This shall be applicable to health benefits and/or prescription coverages. Such payment will be made semi-annually within thirty (30) days of the mid-point and the end of the enrollment period. Employees will be eligible to re-enroll during the year under special circumstances as outlined in the State Health Benefits Plan.

Section 18.9

Married employees where both parties are employees or retirees of the Township shall be covered for health benefits by one policy. No duplicate coverage.

ARTICLE XIX

EDUCATION

Section 19.1

The Township agrees that in the event an employee is required to attend educational courses as a job requirement, the Township will reimburse said employee for amount required.

Section 19.2

The Township agrees to reimburse any employee the fee for any license (except driver's license), which is a requirement of the employment position.

Section 19.3

The Township agrees that in the event an employee is required to attend educational or training courses for job related certification, the Township shall assume the costs of said courses. Requests for training shall be made in writing not less than two (2) weeks in advance.

Section 19.4

The Township agrees to provide compensatory time at one and one-half (1 ½) hours for each hour of attendance at training that is mandated and directly related for Emergency Medical Technician re-certification, and which courses are not available during normal working hours. Said compensation time shall be the course time plus reasonable travel time to and from.

Section 19.5

All training is to be pre-approved by the Township. Approval of training shall be subject to available manpower.

Section 19.6

If an employee has placed a deposit or made payment for a mandatory training course and said employee is unable to attend the said course due to work demands or job related injury, Lawrence Township will reimburse said employee for the full amount of the deposit or payment made with proof that the deposit or payment was forfeited for non-attendance.

ARTICLE XX

TRAINING

Section 20.1

Employees shall receive schooling and training which enhance their employment service and job responsibilities at no cost to the employee and according to the sole discretion of the employer.

Section 20.2

Training and education related to the performance of duties shall be provided, at the sole discretion of the employer and at no cost to the employee.

ARTICLE XXI
GRIEVANCE PROCEDURES

A. Purpose

1. The purpose of the procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Union.
3. Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees their rights to pursue any and other Statutory or legal remedies in lieu of resorting to the grievance procedure.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies, procedures, contractual agreements, and administrative decisions affecting the terms and conditions of employment, and shall be raised by the Association on behalf of an individual or group of individuals.

C. Steps of the Grievance Procedure

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:

Step One:

An aggrieved employee or employees shall institute action under the provisions hereof within fifteen (15) calendar days of the occurrence of the event, giving rise to the grievance. Action is instituted by filing a grievance with the Association Grievance Committee. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance. Within fifteen (15) 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 the same has or lacks merit. Such processing of grievance shall take place without discrimination and irrespective of membership or affiliation with the Association. Upon finding of merit or non-merit, the Association Grievance Committee shall present written confirmation of such determination to the Employer designee with the request that the

Employer Designee investigate and resolve same, if required. If the resolution of the grievance has not been reached within five (5) working days of the submission to the Employer designee, the grievance may proceed to Step Two.

Step Two:

- a) In the event a satisfactory settlement has not been reached at Step One, the Association may within ten (10) calendar days of the employer designee's decision, file the written grievance with the Municipal Manager. This presentation shall include copies of all previous correspondence relating to the matter in dispute.
- b) The Municipal Manager shall review the decision of the Designee and, within ten (10) calendar days from receipt of the grievance, make a written determination.

Step Three:

- a) In the event the grievance has not been resolved in Step Two, the Union may, within thirty (30) calendar days of the Municipal Manager decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of Public Employment Relations Commission (P.E.R.C.).
- b) However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Municipal Manager. In the event that the aggrieved elects to pursue other remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Union shall pay whatever costs it may incur in processing the case to arbitration.

D. Arbitration

1. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to them involved in the grievance. In formulating their decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
2. The costs for the services of the arbitrator shall be borne equally by the Township and the Association. Any other expenses incurred; including but not limited to the presentation of witnesses shall be paid by the party incurring the same.
3. The arbitrator shall set forth his/her findings of fact and reasons for making the award within thirty (30) calendar days after the conclusion of the arbitrator hearing unless agreed to otherwise by the parties.

E. Group Grievances

Group grievances, which shall be defined as those affecting "substantially", all of the members of the Association, shall be filed by the Association, and the Association only, at Step Two.

F. Time Limits

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to be conclusive. If any grievance procedure is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last Step shall be deemed conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or shorten the time limits for processing the grievance at any Step in the grievance procedure.

ARTICLE XXII
STRIKES AND OTHER JOB ACTION

Section 22.1

The employees recognize and acknowledge the existing state of the law in the state of New Jersey relating to the rights of public employees to strike or to take any other concerted action designed to illegally obstruct or disable the proper functions of the Township and employees agree to be bound by all such laws, as they now exist, or as they may be modified or amended, from time to time.

ARTICLE XXIII
MANAGEMENT RIGHTS

Section 23.1

The Employer retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey. Except as specifically abridged, limited or modified by the terms of this Agreement between the Township and the Union, all such rights, powers, authority, prerogatives of management and responsibilities to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the Township.

ARTICLE XXIV
SEPARABILITY AND SAVINGS

Section 24.1

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, and that all other provisions or applications of this Agreement shall continue in full force and effect for the duration of this Agreement. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing provisions of State and local law.

ARTICLE XXV
PERSONAL LEAVE

Section 25.1

1. In regard to personal leave, the following regulations apply:
 - a) All full time employees covered by this Agreement shall be eligible for twenty-four (24) hours personal leave, with pay, for personal matters concerning the employees as delineated below.
 - b) Personal days are for the purposes of conducting personal affairs of a non-recreational nature or professional affairs, which cannot be carried out after scheduled work hours.

2. Effective January 1, 2015, personal leave shall not be accumulative from year to year. Any employee with remaining personal leave from 2014 will be compensated a lump sum payment of one half ($\frac{1}{2}$) the remaining accumulated hours. Such payment shall be made within thirty (30) days of contract execution. Any employee who has either utilized or had excess sick or excess vacation hours charged beyond their available Personal Leave hours shall have their pay docked for the amount of excess hours used or charged.

3. Any employee who dies, retires or is laid off shall be entitled to payment for all unused personal days on a pro-rated basis dependent upon the employee's regular salary at the time of death, retirement or lay-off and the number of months of the employee's employment during the calendar year in question.

ARTICLE XXVI
PROPERTY DAMAGE

Section 26.1

1. Damage to an employee's uniform, clothing or other personal possessions; incurred in the line of duty shall be compensated by the Township.

2. Uniform clothing and personal items damaged while in the performance of duty shall be replaced on an item for item basis at current replacement costs.

ARTICLE XXVII
TRAVEL EXPENSES

Section 27.1

Employees shall be reimbursed at the prevailing rate per mile when using their personal automobile when so ordered and required by the employer, and shall be reimbursed for all non-vehicular expenses in connection with their official duties. Any such expenses must be appropriately documented as a condition of reimbursement.

ARTICLE XXVIII
SAFETY COMMITTEE

Section 28.1

A standing safety committee shall be formed with representatives from Firefighters Mutual Benevolent Association and the Township administration to confer as needed to discuss modifications of rules and regulations, maintaining safety and equipment and working conditions. Members of the Union may make recommendations with regard to the aforementioned areas prior to formal adoption. Any changes effectuated by said committee shall be made known the Union as soon as practical.

ARTICLE XXIX
SURVIVOR'S BENEFIT CLAUSE

Section 29.1

In the event of the death of an emergency services employee, whether on or off-duty, his/her survivors will be paid for the employee's vacation days, personal days, compensatory time, salary and severance pay, etc. on a pro-rated basis. All the above shall be paid to the employee's survivor(s) within thirty (30) days, but in no event later than sixty (60) days from the date of death of said employee.

ARTICLE XXX
LEAVES OF ABSENCE

Section 30.1

Military Leave

Any full-time employee covered by this Agreement, who is a member of the National Guard or reserve components in the military or Naval Service of the United States, and is required to perform active duty for training periods shall be granted a leave of absence without pay for the periods of such training. When an employee, not on probation, has been called to active duty or drafted into the military or Naval Service of the United States, he/she shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service. However, in order for that employee to be reinstated without loss of privileges or seniority, he/she must, report for duty with the Township within sixty (60) days following his/her honorable discharge from the military service or return from active duty.

ARTICLE XXXI

SENIORITY

Section 31.1

Seniority is defined as an employee's continuous length of service with the Township beginning with his/her date of hire as a full-time regular employee.

Section 31.2

Employees who are laid off and are recalled at a later date, subject to the provisions of above, shall retain all seniority accumulated prior to the time that the layoff occurred.

Section 31.3

In all applications of seniority, where ability to perform work and physical fitness are equal, seniority shall be given preference in promotions, demotions, layoffs, recall and vacation schedules, in accordance with the rules and regulations governing such matters as promulgated by Civil Service and applicable to municipalities (N.J.A.C. 4A:8-2.4).

Section 31.4

The Township 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 the same to the Union upon reasonable request.

Section 31.5

The Township shall promptly advise the Union President of any changes, which necessitate amendments to the seniority list.

ARTICLE XXXII
ACCESS TO PERSONNEL FILES

Section 32.1

An employee covered by this Agreement shall have the right to inspect and obtain copies of documentation from his/her personal history file maintained at Township Hall at any reasonable time after five (5) working days written notice to the custodian thereof. Whenever, derogatory material is placed in the employee's personal history file, the Township agrees to notify the employee in writing of that action. The contents of the employee's personal history file shall not be made public unless required in disciplinary proceedings or by court order or subpoena process in a judicial proceeding. An employee covered by this Agreement shall be allowed to place in such a file a response to anything contained therein.

ARTICLE XXXIII

JURY DUTY

Section 33.1

All employees will be granted time off with pay for jury duty.

ARTICLE XXXIV

DURATION, TERM AND RENEWAL

THIS AGREEMENT shall be effective and shall remain in full force and effect through December 31, 2015. It shall automatically be renewed from year to year, unless either party shall notify the other, in writing, before one hundred twenty (120) calendar days prior to the termination date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain full force and effect during the period of negotiations.

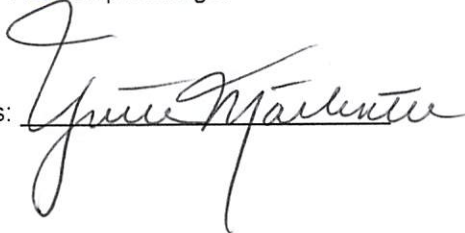
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Township of Lawrence

FMBA Local 396

By: 
Richard S. Krawczun
Township Manager

By: 
Susan Bodnar, President

Witness: 

Witness: 

APPENDIX A

STATE OF NEW JERSEY — DEPARTMENT OF THE TREASURY
DIVISION OF PENSIONS AND BENEFITS
STATE HEALTH BENEFITS PROGRAM

PERCENTAGE OF PREMIUM CHARTS

For Health Benefit Contributions under Chapter 78, P.L. 2011

Note: The following charts reflect the phase-in of contribution levels for employees employed on the contribution's effective date who will pay $\frac{1}{4}$, $\frac{2}{4}$, $\frac{3}{4}$ and the full amount of the contribution rate during the phase-in years.

New employees hired on or after June 28, 2011, the effective date of Chapter 78, P.L. 2011, contribute at the highest percentage level (Year 4) — unless hired into a position covered by a Collective Negotiations Agreement that has not expired as of the employee's date of hire.

HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE (PERCENTAGE OF PREMIUM)*

Salary Range	Four Year Phase-In <i>Use dates indicated or as otherwise determined by contract</i>			
	Year 1 July 2011 to June 2012	Year 2 July 2012 to June 2013	Year 3 July 2013 to June 2014	Year 4 July 2014 and after
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

* Member contribution is a minimum of 1.5% of base salary towards Health Benefits

STATE OF NEW JERSEY — DEPARTMENT OF THE TREASURY
DIVISION OF PENSIONS AND BENEFITS
STATE HEALTH BENEFITS PROGRAM

**HEALTH BENEFITS CONTRIBUTION FOR
MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE
(PERCENTAGE OF PREMIUM)***

Salary Range	Four Year Phase-In <i>Use dates indicated or as otherwise determined by contract</i>			
	Year 1 July 2011 to June 2012	Year 2 July 2012 to June 2013	Year 3 July 2013 to June 2014	Year 4 July 2014 and after
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

STATE OF NEW JERSEY — DEPARTMENT OF THE TREASURY
 DIVISION OF PENSIONS AND BENEFITS
 STATE HEALTH BENEFITS PROGRAM

**HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE
 (PERCENTAGE OF PREMIUM)***

Salary Range	Four Year Phase-In <i>Use dates indicated or as otherwise determined by contract</i>			
	Year 1 July 2011 to June 2012	Year 2 July 2012 to June 2013	Year 3 July 2013 to June 2014	Year 4 July 2014 and after
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits