

Cont # 1415

F

AGREEMENT

Between

**TOWNSHIP OF LAKEWOOD, A BODY CORPORATE
COUNTY OF OCEAN, STATE OF NEW JERSEY**

and

**LAKEWOOD TOWNSHIP LOCAL NO. 180
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION**

Effective January 1, 1993, through December 31, 1994

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble	1
I	Recognition	2
II	Vacation and Holidays	3
III	Leaves of Absence	4
IV	Sick Leave	5
V	Longevity	6
VI	Clothing Allowance	6
VII	Salaries and Overtime	7
VIII	Grievance Procedure	7
IX	Management's Rights	8
X	Hospitalization, Medical, Dental and Optical	9
XI	Educational Benefits	9
XII	Savings Clause	10
XIII	Miscellaneous Provisions Sect.1	10
	Duration of Agreement	11
	Schedule A	12

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

This Agreement made and entered into in Lakewood Township, New Jersey, this 1st day of January, 1993, between the Township of Lakewood, a municipality in the County of Ocean and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and Firemen's Mutual Benevolent Association, Local No. 380, 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 public service may be rendered.

WITNESSETH:

WHEREAS, the Township and the F.M.B.A. 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, NJSA 34:13A-5.4, to negotiate with the F.M.B.A. as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

This agreement represents and incorporates the complete and final understanding and settlement between the "Township and the F.M.B.A." on all bargainable issues which were or could have been the subject of negotiations.

ARTICLE I
RECOGNITION

SECTION 1

The Township hereby recognizes the F.M.B.A. Local No. 380, as the exclusive bargaining representative for members of this department of full-time, permanent Emergency Medical Technicians (EMT), 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.

SECTION 2

This agreement, subject to the statutory provisions, shall govern hours, wages, fringe benefits and other conditions of employment hereafter set forth. It will also govern the procedures for adjustments of disputes and grievances, and other related matters, as covered in the agreement.

SECTION 3

The members of this unit 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 the opportunity to be initialed by member prior to it being placed in his or her file.

ARTICLE I
VACATION AND HOLIDAYS

SECTION 1
VACATION

Each member of the unit shall be entitled to annual vacation time:

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

The foregoing provisions are subject to the limitations set forth in Article XIII, Section II, entitled "Miscellaneous Provisions".

SECTION 2
HOLIDAYS

The following shall be recognized as Holidays paid at the employees daily base rate under this Agreement: New Year's Day; Good Friday; Memorial Day; General Election Day; Veterans 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 Martin Luther King's Birthday. Members working on Easter Sunday shall be paid at the rate of time and one-half.

**SECTION 3
ALLOWANCE IN LIEU OF VACATION**

Whenever a member of the unit dies having to his credit any annual vacation or holiday leave, properly accumulated, there shall be calculated and paid to his 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 lived.

**SECTION 4
PERSONAL DAYS**

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.

**ARTICLE III
LEAVES OF ABSENCE**

SECTION 1

Leaves of Absence without pay may 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 family. Such leave shall be from the day of 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 may be granted leave up to five days with approval of the Township Manager.

Family shall include: spouse, children, parents and grandparents of the member or spouse, brothers, sisters, brothers-in-law, sisters-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.

ARTICLE IV **SICK LEAVE**

SECTION 1

Sick leave with pay shall be credited each permanent member full-time employee 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 1 day per month shall be credited.

The foregoing provisions are subject to the limitations set forth in Article XIII, Section II, entitled "Miscellaneous Provisions".

SECTION 2

Any member who is on sick leave and is qualified to receive his regular pay in addition to **worker's** compensation, shall during the period he is receiving worker's compensation be entitled to only that portion of his regular salary.

SECTION 3

Maternity leave may be granted for a period of six months provided that the request for such leave is made in writing to the appointed authority no later than the fourth month of pregnancy. This leave may be extended for an additional six months with the approval of the manager and appointing authority. Requests for maternity leave must be favorably endorsed by the 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 current salary, longevity increments which shall be figured and computed on the member's base salary based on his 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

The foregoing provisions are subject to the limitations set forth in Article XIII, Section II, entitled "Miscellaneous Provisions".

ARTICLE VI **CLOTHING ALLOWANCE**

SECTION 1

Clothing allowance shall be the sum of \$1000.00 per year for 1993 and 1994.

ARTICLE VII
SALARIES AND OVERTIME

SECTION 1

Employees currently employed in the bargaining unit shall receive effective January 1, 1993, a base figure of \$30,448.00 to \$46,797.00; January 1, 1994, a base figure of \$31,970.24 to \$49,137.00.

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.

ARTICLE VIII
GRIEVANCE PROCEDURE

SECTION 1

No member of the unit shall be removed, dismissed, discharged, fined or disciplined in any other matter except for just cause. If any member is disciplined, and in the judgement of the F.M.B.A. that such action was taken by the Township without just cause, or if a dispute arises concerning a member's wages, hours or condition of employment, which wages, hours or conditions of employment are controlled by this agreement, or which are provided for in any statute, adjustments shall be sought as follows:

STEP 1. The F.M.B.A. shall submit the grievance in writing to the Township Manager within 15 days of becoming aware of grievance. Within five days of receiving said grievance, the Township Manager shall meet with members of the F.M.B.A. for the purpose of adjusting or resolving said dispute. After 15 days, a grievance is not valid.

STEP 2.If said dispute is not resolved to the satisfaction of the F.M.B.A. by the Township Manager within 15 days after said meeting, the F.M.B.A. may submit such a grievance to the Public Employees Relations Commission for arbitration. The cost of the arbitration shall be equally shared by the Township and the F.M.B.A. The arbitrator's authority does not extend beyond this agreement.

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 modify such action, and such power shall include but shall not be limited to the right to reinstate with full back pay.

The time limits of 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**

It is the right of the Township, except as limited by the provisions of this agreement, to determine the standards of services 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 decisions on these matters are not within the scope of collective bargaining.

ARTICLE X
HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL

SECTION 1

Each member of the F.M.B.A. 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).

The foregoing provisions are subject to the limitations set forth in Article XIII, Section II, entitled "Miscellaneous Provisions".

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.

The foregoing provisions are subject to the limitations set forth in Article XIII, Section II, entitled "Miscellaneous Provisions".

ARTICLE XI
EDUCATIONAL BENEFITS

SECTION 1

Any full-time employee attending classes for their Paramedic 24-hours per year qualification; and any Emergency Medical Technician attending classes for their 40-hours 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.

The Employer agrees to that it will provide **\$300.00** per year for each full-time employee of the unit for training purposes related to the operation of the unit upon successful completion of the course and a certified receipt.

ARTICLE XII
SAVINGS CLAUSE

SECTION 1

It is understood and agreed that if any provisions of this Agreement or the application of this Agreement to any person or circumstances 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 Union 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, assignment, promotion, transfer or discipline of Union personnel, or in the application or administration of this agreement on the basis of race, creed, color, religion, age, national origin, sex, domicile or marital status.

DURATION OF THE AGREEMENT

This Agreement shall be in full force and effect retroactive to January 1, 1993, and shall remain in effect to and including December 31, 1994.

This Agreement shall continue and remain in full force and 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, 1994.

ATTEST: Bernadette Work
Bernadette Work, Clerk

THE TOWNSHIP OF LAKEWOOD

BY: [Signature]
Jose Alonso, Mayor

**FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION, LOCAL NO. 380**

BY: [Signature]
John L. Krell, President

ANNUAL COMPENSATION SCHEDULE FOR CLASSIFIED SERVICE
EMERGENCY MEDICAL TECHNICIANS

1993

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$30,448.00	\$35,895.64	\$41,344.58	\$46,797.00

1994

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$31,970.24	\$37,690.42	\$43,411.81	\$49,137.00

Hourly employees shall be compensated at the following rates:

1993: \$ 9.26 per hour

1994: \$ 9.72 per hour