

Memorandum of Agreement

Between the
Burlington County Professional Fire Fighters Association, IAFF Local 3091
and the
Township of Mount Laurel

WHEREAS, the Township of Mount Laurel (hereinafter "the Township") and the International Association of Fire Fighters Local 3091 (hereinafter "Local 3091") (collectively referred to as "the parties") are signatories to a collective bargaining agreement running from January 1, 2006 through December 31, 2009 (hereinafter "the current contract");

WHEREAS, the Township is facing a severe budget crises and to avoid furloughs, layoffs, and/or privatization of Emergency Medical Technicians (hereinafter "EMTs"), requires significant economic concessions during the next two years of the parties' contract;

WHEREAS, the parties have bargained in good faith in an effort to resolve all outstanding issues in order to avoid furloughs, layoffs, and/or privatization of EMTs;

The parties have now agreed as follows:

1. Effective the date that this Memorandum of Agreement is executed and ratified by both parties, the current collective bargaining agreement shall be extended for two years, retroactive to January 1, 2010 and running through December 31, 2011 (hereinafter referred to "as the contact extension"). During this contract extension, all of the provisions of the current collective bargaining agreement shall remain in full force and effect, with the exception of the items in Sections two (2) through eight (8) listed below.
2. The non-economic language changes previously agreed to by the parties and set forth in Exhibit "A" attached hereto, shall be incorporated in the current collective bargaining agreement.
3. Wages for all bargaining unit members covered under the existing collective bargaining agreement shall be frozen at the current base rate (including any longevity and bonus payments), and shall remain frozen at those rates from January 1, 2010 through December 31, 2011.
4. Longevity payments reflected in APPENDIX B Salary Package will remain frozen at their current rates and effective with the signing of this MOA, no bargaining unit member shall be entitled to any further longevity payments through December 31, 2011.
5. The sick sell-back provisions set forth in Article XV, Section N of the current collective bargaining agreement will be temporarily suspended for the period of January 1, 2010 through December 31, 2011 and no employee shall be permitted to annually sell back sick time during this period.

6. For purposes of determining hours worked in connection with the calculation of overtime under Article IX, Section C, sick time shall not be considered as time worked for purposes of overtime during this contract extension.
7. Between January 1, 2010 through December 31, 2011, Appendix A - Clothing Allowance List - will be amended to read as follows: "The Township will furnish employees with uniforms as needed on a yearly basis. Each employee will have a maximum of \$500.00 available annually for purchases for contract years 2010 and 2011."
8. Between January 1, 2010 through December 31, 2011, the holiday pay provisions for those employees who work on a designated holiday set forth in Article XII, Sections B and D shall be temporarily suspended, and shall now read that any EMT who works a designated holiday shall be paid time and one half their regular hourly rate for all hours worked.
9. The Township agrees that upon execution and ratification of this MOA, it will notify Civil Service that the proposed layoff of EMT personnel is being withdrawn and will take all steps necessary to withdraw those notices. Further, between January 1, 2010 through December 31, 2011, the Township agrees that it will not layoff or furlough any EMTs. In the event any EMTs are laid off or furloughed by the Township during this period, all of the concessions set forth in paragraph three (3) through eight (8) in this Agreement shall be immediately rescinded, those provisions shall revert to the existing contract language, the parties should commence negotiations regarding salary increases for this period, and within thirty (30) days of the layoff or furlough of any EMT, the Township shall pay all EMTs all of the contractual payments bargaining unit members would have been entitled to under the 2006 through 2009 collective bargaining agreement, had Local 3091 not negotiated concessions in this MOA.
10. Any dispute regarding the implementation of the terms of this Memorandum of Agreement shall be subject to the grievance and arbitration provisions of the parties' current contract.
11. The terms of this Memorandum of Agreement shall expire on December 31, 2011, at which time the parties shall revert to the current contract language in connection with items three (3) through eight (8) set forth above, subject to subsequent negotiations, except longevity payments set forth in item four, which shall not commence in accordance with the terms of the agreement until July 1, 2012. The parties agree that they will make a good faith effort to commence negotiations for a successor collective bargaining agreement no later than September 1, 2011.

Marc Friddell
Marc Friddell, President
International Association of Fire Fighters Local 3091

Dated: 5/18/2010

John W. Hamilton
John W. Hamilton, Secretary / Shop Steward
International Association of Fire Fighters Local 3091

Dated: 5/18/2010

Jennifer Blumenthal
Jennifer Blumenthal, Township Manager
Township of Mount Laurel

Dated: 5/18/10

Patricia Halbe
Patricia Halbe, Township Clerk
Township of Mount Laurel

Dated: 5/18/10


EXHIBIT 'A'

#	Add / Change / Remove Request	Page		Agreed
1	<p><u>Change</u></p> <p>ARTICLE XI Section B –</p> <p>on a rotational basis as decided by the Chief of EMS.</p>	3		
2	<p><u>Add/New</u></p> <p>ARTICLE XIII Section E –</p> <p>If vacation time is denied throughout the year by the Chief due to operations demands, the employee will be able to carry additional time equal to the time denied, over into the coming year.</p>	3		
3	<p><u>Add / New</u></p> <p>ARTICLE XIII Section N –</p> <p>If personal time is denied throughout the year by the Chief due to operations demands, the employee will be able to carry additional personal time equal to the time denied, over into the coming year.</p>	3		
4	<p><u>Add/New</u></p> <p>ARTICLE XIV Section I –</p> <p>The Township assumes the full cost of an additional life insurance policy equal to the lesser of one year's salary or \$50,000.00. The Township is allowed to self-insure this policy.</p>	3		

5	<u>Change</u> ARTICLE XXII Section C –	3		
6	<u>Change/Add</u> ARTICLE XXIII Section A – tolls and mileage at the Internal Revenue Service rate for using...	3&4		
7	<u>Change</u> ARTICLE XXIII Section B – \$50.00 ← Will leave at the current rate or \$40.00	4		
8	<u>Add</u> ARTICLE XXVI Section D – All employees will be entitled to receive vaccinations, at the Townships expense for any illness, sickness or disease that could be contracted while in the performance of their duties (i.e. Tuberculosis, Flu, Hepatitis A, B, and C, Pneumonia, etc.) with titers and boosters as needed.	4		
9	<u>Add</u> ARTICLE XXVI Section E – see notes	4&5		
10	<u>Change</u> ARTICLE XXXVI Section A – employee's personal, vacation time or sick time balance.	5		

11	<u>Add/New</u> ARTICLE XXXII Section A Fingerprinting, Background Checks and Drivers License Abstracts	5		
12	<u>Add/New</u> ARTICLE IX Section H Hourly rate calculation for employees for OT	5&6		

<u>Old Language</u>	<u>New Language</u>
ARTICLE XI Section B Employees acting in the capacity of a superior officer or supervisor shall be compensated at the same hourly rate as same superior officer or supervisor. The opportunity to act in the capacity of a superior officer or supervisor shall be made to each qualified employee on a rotational basis.	ARTICLE XI Section B Employees acting in the capacity of a superior officer or supervisor shall be compensated at the same hourly rate as same superior officer or supervisor. The opportunity to act in the capacity of a superior officer or supervisor shall be made to each qualified employee on a rotational basis as decided by the Chief of EMS.
ARTICLE XIII Section E A maximum of one calendar year's accrued vacation hours may be carried over into any given year.	ARTICLE XIII Section E A maximum of one calendar year's accrued vacation hours may be carried over into any given year. If vacation time is denied throughout the year by the Chief due to operations demands, the employee will be able to carry additional time equal to the time denied, over into the coming year.
ARTICLE XIII Section N	ARTICLE XIII Section N If personal time is denied throughout the year by the Chief due to operations demands, the employee will be able to carry additional personal time equal to the time denied, over into the coming year.
ARTICLE XIV Section I	ARTICLE XIV Section I The Township assumes the full cost of an additional life insurance policy equal to the lesser of one year's salary or \$50,000.00. The Township is allowed to self-insure this policy.
ARTICLE XXII Section C Uniforms shall be worn on all duty hours except during physical fitness time. When working in and around stations and grounds, the uniform shirt may be removed (but	ARTICLE XXII Section C Uniforms shall be worn during all on duty hours except during physical fitness time. When working in and around stations and grounds, the uniform shirt may be removed (but employee

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employee must wear undershirt). The Chief shall determine the proper uniform for the work being performed. Uniforms and components thereof shall not be worn while off duty.	must wear an undershirt). The Chief shall determine the proper uniform for the work being performed. Uniforms and components thereof shall not be worn while off duty.
ARTICLE XXIII Section A	ARTICLE XXIII Section A
Employees shall be reimbursed at the Internal Revenue Service rate for reimbursement for using their personal automobile when so ordered and or required by the Township, and shall be reimbursed for all non-vehicular expenses in connection with their official duties when approved by the Chief. Any such expenses must be appropriately documented as a condition of reimbursement.	Employees will be provided a Township vehicle for work related travel, including seminars, classes and such. In the event that the employee is ordered and or required by the Township to use their personal vehicle, then the employees shall be reimbursed mileage at the IRS rate and any tolls for using their personal automobile, and shall be reimbursed for all non-vehicular expenses in connection with their official duties when approved by the Chief. Any such expenses must be appropriately documented as a condition of reimbursement.
ARTICLE XXIII Section B	ARTICLE XXIII Section B
Employees will be reimbursement for a maximum of \$40.00 per day meal allowance while traveling on department business. Reimbursement will be made upon presentation of receipts documenting the expenses incurred. Employee travel time must be one full day or more. There will be no reimbursement for alcohol.	Employees will be reimbursement for a maximum of \$50.00 per day meal allowance while traveling on department business. Reimbursement will be made upon presentation of receipts documenting the expenses incurred. Employee travel time must be one full day or more. There will be no reimbursement for alcohol.
ARTICLE XXVI Section D	ARTICLE XXVI Section D
	All employees will be entitled to receive vaccinations, at the Townships expense for any illness, sickness or disease that could be contracted while in the performance of their duties (i.e. Tuberculosis, Flu, Hepatitis A, B, and C, Pneumonia, etc.) with titers and boosters as needed.
ARTICLE XXVI Section E	ARTICLE XXVI Section E
	Mount Laurel Township encourages employees with contagious or life threatening illnesses to continue their normal pursuits, including work, the extent allowed by their condition. The Township will make reasonable accommodations in accordance with the Americans with Disabilities Act and the Law Against Discrimination when physical and mental limitation of employees are known, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship to the Township. Medical information will be treated confidentially. The Township will take reasonable precautions to protect such information from inappropriate disclosure. 1. Medical information may be

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	<p>disclosed with the prior written informed consent of the person who is the subject of the record.</p> <ol style="list-style-type: none"> 2. Information may be disclosed without written consent to qualified personnel for the purpose of conducting management audits, financial audits or program evaluations, but the personnel shall not identify, directly or indirectly, the person who is the subject of the record in a report of an audit or evaluation, or otherwise disclose the person's identity in any manner. Information shall not be released to the personnel unless it is vital to the audit or evaluation. 3. Information may be disclosed to the Department of Health as required by State or Federal law. 4. Any records or information disclosed shall be held confidential by the recipient of the record and shall not be released by said recipient. <p>Anyone Inappropriately disclosing such information is subject to disciplinary action.</p>
<p>ARTICLE XXXVI Section A</p> <p>Employees may be granted emergency leave for a bona fide emergency situation that requires their release or absence from work. All emergency leave will be charged, at the employer's option, against the employee's personal or vacation time balance.</p>	<p>ARTICLE XXXVI Section A</p> <p>Employees may be granted emergency leave for a bona fide emergency situation that requires their release or absence from work. All emergency leave will be charged, at the employer's option, against the employee's personal, vacation time or sick time balance, when sick time is appropriate, such as for a medical appointment or a family member's illness.</p>
<p>ARTICLE XXXVII Section A</p>	<p>ARTICLE XXXVII Section A</p> <p><u>Fingerprinting, Background Checks and Drivers License Abstracts:</u></p> <ol style="list-style-type: none"> A. The Township will be responsible for all associated costs for Fingerprinting, Background Checks and Drivers

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	<p>License Abstracts associated with employment.</p> <p>B. The Township will pay the associated costs for the upkeep of certifications or licensures and pay the associated costs for an employee, currently employed full time, to continue their employment.</p>
ARTICLE IX Section H	ARTICLE IX Section H
	<ol style="list-style-type: none"> 1. Whenever it shall be necessary to determine an hourly rate, such as for overtime, the hourly rate for a thirteen (13) hour employee shall be computed by dividing the appropriate annual salary by 2028. 2. Whenever it shall be necessary to determine an hourly rate, such as for overtime, the hourly rate for an eight (8) hour employee shall be computed by dividing the appropriate annual salary by 2080.

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Agreement between

The Township of Mount Laurel
Burlington County, New Jersey
and

The Mount Laurel Professional
Fire Fighters & EMTs
International Association of Fire Fighters
Local 4408
A.F.L.- C.I.O.-C.L.C.

(Mount Laurel Emergency Medical Technicians)

January 1, 2006 through December 31, 2009



Table of Contents

Title Page	Title Page	1
Table of Contents	T.O.C. / T.O.C. pg. 2	2
Preamble	Preamble	4
Purpose	Purpose	4
Article I	RECOGNITION	5
Article II	NON DISCRIMINATION	6
Article III	ASSOCIATION RIGHTS AND ESPONSABILITIES	7
Article IV	MANAGEMENT RIGHTS AND RESPONSABILITIES	9
Article V	MAINTENANCE OF OPERATION	10
Article VI	GRIEVANCE PROCEDURE	12
Article VII	DUES, DEDUCTIONS AND AGENCY SHOP	16
Article VIII	EMPLOYEE RIGHTS AND PRIVLEDGES	19
Article IX	HOURS AND OVERTIME	21
Article X	EXCHANGE OF HOURS OF DUTY	24
Article XI	SALARIES, LONGEVITY AND SHIFT DIFFERENTIAL	25
Article XII	HOLIDAYS	26
Article XIII	VACATION AND PERSONAL TIME LEAVE	27
Article XIV	SEPARATION, DEATH AND RETIREMENT	29
Article XV	SICK LEAVE	31
Article XVI	INJURY LEAVE	33
Article XVII	BERBAVEMENT LEAVE	35
Article XVIII	MILITARY LEAVE	36
Article XIX	LEAVE OF ABSENCE	37
Article XX	PENSIONS	38
Article XXI	JOB DESCRIPTION AND DUTIES	39
Article XXII	CLOTHING ALLOWANCE	40
Article XXIII	TRAVEL EXPENSES	41
Article XXIV	HEALTH AND WELFARE	42
Article XXV	MATERNITY, ADOPTION AND CHILD CARE LEAVE	44
Article XXVI	COMMUNICABLE DISEASES AND CHEMICAL EXPOSURES	46
Article XXVII	LABOR / MANAGEMENT COMMITTEE	47
Article XXVIII	PROMOTIONS	48

Article XXIX	BULETIN BOARD	49
Article XXX	SERVICE RECORDS	50
Article XXXI	PRINTING AND SUPPLYING AGREEMENT	51
Article XXXII	STATUTORY AND LEGAL RIGHTS	52
Article XXXIII	SEPARABILITY AND SAVINGS	53
Article XXXIV	MAINTENANCE AND BENEFITS	54
Article XXXV	COURT APPEARANCES AND JURY DUTY	55
Article XXXVI	EMERGENCY LEAVE	56
Article XXXVII	FULLY BARGAINED AGREEMENT	57
Article XXXVIII	SUPERCEDING CLAUSE	58
Article XXXIX	TUITION REIMBURSEMENT	59
Article XXXX	FACILITIES AND PERSONAL LOCKERS	60
Article XXXXI	DISCIPLINARY ACTION	61
Article XXXXII	TRAINING AND CONTINUING EDUCATION	62
Article XXXXIII	DURATION, TERM AND RENEWAL	63
APPENDIX A	CLOTHING ALLOWANCE LIST	64
APPENDIX B	SALARY PACKAGE 2006 - 2009	66

PREAMBLE

THIS AGREEMENT is entered into this 1st day of January, 2006 by and between the TOWNSHIP OF MOUNT LAUREL, in the County of Burlington, New Jersey, a municipal body of the State of New Jersey, hereinafter called the "Township", and MOUNT LAUREL PROFESSIONAL FIRE FIGHTERS & EMTs, I.A.F.F. LOCAL NO. 4408, A.F.L. - C.I.O./C.L.C., hereinafter called the "Association", represents the complete and final understanding on all bargaining issues between the Township and the Association.

PURPOSE

THIS AGREEMENT is entered into between the Township and the Association, to promote and ensure harmonious relations, cooperation, and understanding between the Township and its Association represented employees; to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interests of the residents of the Township of Mount Laurel and its employees.

ARTICLE I
RECOGNITION

- A. The Township recognizes the Association as the exclusive collective negotiations agent for all full time paid and permanent part time paid Emergency Medical Technicians employed by the Township.
- B. Unless otherwise indicated, the terms "Emergency Medical Technician", "employee" or "employees", when used in this Agreement, refer to persons, male or female, represented by the Association in the above-defined negotiating unit.

ARTICLE II
NON-DISCRIMINATION

- A. The Township and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.
- B. The Township and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Association against any employee because of the employees' membership or non-membership or activity or non-activity in the Association.

ARTICLE III
ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Official representatives of the Association will be granted administrative leave with pay to attend the annual conventions of the Professional Firefighters Association of New Jersey, the International Association of Fire Fighters and the AFL-CIO. The leave will be for a period inclusive of the duration of the convention with reasonable time permitted for travel to and from the conventions. The usual length of leave is five (5) days. Whenever possible, the Association will give management at least thirty (30) days notice of the need for a leave.
- B. Authorized Association Representatives shall be excused without loss of pay from their normal duties to participate in negotiations for the renewal of this Agreement or the executive of a new agreement for this unit. Upon the request of the Association President, such representatives will also be reasonably excused without loss of pay to participate in other meetings related to collective bargaining. Such representatives shall attend negotiations, and other meeting sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.
- C. Copies of disciplinary charges or other notices relating to disciplinary action shall be furnished to the Association upon written authorization to the Township by the employee, within a reasonable period of time thereafter. The Township shall maintain a file of written refusals by the employees to authorize the Township to forward such documents to the Association. Copies of all disciplinary charges or notices relating to disciplinary action against any member or non-member shall be furnished to the President or Shop Steward of the Association within seventy-two (72) hours of the presentation of charges.
- D. The Association will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of this Agreement by such members, and the Association recognizes that the conditions set forth in this article shall be subject to the mission of the Township.

- E. Whenever an employee is to be questioned and he is being considered a "target" for possible disciplinary action, he shall have the right to request a representative of the Association be present at all stages of questioning consistent with their Weingarten Rights. If an employee requests and is denied representation at any stage of the questioning, any statements made by the employee or "fruits" derived there from cannot be used against said employee to support disciplinary action.
- F. Authorized representatives of the Association shall be permitted to visit any facility within the township for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Chief, or such other individuals designated by the Township in writing to perform such task, on condition that such prior approval shall not be unreasonably withheld. The Association representative shall not interfere with the normal conduct of work within the facility.
- G. In addition to the foregoing, if a Delegate to the PFANJ is elected from this bargaining unit, the Delegate will receive administrative leave without loss of pay to attend monthly meetings.
- H. Upon the request of the Association President, on duty employees shall be reasonably permitted to attend and participate in bargaining unit meetings without loss of pay when such bargaining unit meetings are held at a location mutually agreed upon by the Association and the Township. All on duty employees shall attend and participate in the appropriate uniform and be available for duty in the event the need arises.
- I. In addition to the foregoing, union representatives will receive relief from duty with full pay for the purpose of attending to contract administration, grievance processing or other union business on an as needed basis. The member requesting relief must make application to the Chief or his designee as soon as reasonably possible. Such request will not be unreasonably denied.

ARTICLE IV
MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and the United States, including, but not limiting, the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the Township and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
 2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of the employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
 3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees is recognized.
 4. To hire all employees, to promote, transfer, assign or retain employees in positions with the Township.
 5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good, and just cause according to the law, and subject to the grievance procedure.
 6. To lay off employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.
- B. Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of

judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

ARTICLE V
MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of the Township's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.
- B. Neither the Association nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or stoppage of work, in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slowdown, sick out, walk out or other illegal job action against the Township.
- C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any action by any other employee or group of employees of the Township.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Association or its members.
- E. The Chief and all officers shall exercise their supervisory duties faithfully, irrespective of the fact that the employees are covered by this Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation with the Association.

ARTICLE VI
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
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 Township staff.
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 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. Prior to filing any grievance, an earnest effort shall be made to resolve controversy. An authorized representative of the Association and any affected employees shall meet with the Chief, or his/her designee, to review the matter and explore a mutually fair and equitable resolution.

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:

D. Steps of the Grievance Procedure

Step One:

An aggrieved employee or employees shall institute action under the provision 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 it has or lacks merit. Such processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Association. Upon finding of merit or non-merit, the Association Grievance Committee shall present written confirmation of such determination to the Chief with request that the Chief investigate and resolve same, if required. If the resolution of the grievance has not been reached within fifteen (15) working days of the submission to the Chief, the grievance may proceed to Step Two.

Step Two:

1. In the event a satisfactory settlement has not been reached at Step One, the Association may, within fifteen (15) calendar days of the Chiefs' or designees' decision, file its written grievance with the Township Manager. This presentation shall include copies of all previous correspondence relating to the matter in dispute.
2. The Township Manager or his designee shall review the decision of the Chief, and, within fifteen (15) calendar days from receipt of the grievance, make a written determination.

Step Three:

1. In the event the grievance has not been resolved in Step Two, the Association may, within thirty (30) calendar days of the Township Manager's decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of Public Employment Relations Commission (PERC).
2. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Township 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 Association shall pay whatever costs it may incur in processing the case to arbitration.

E. 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 findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitrator hearing unless agreed to otherwise by the parties.

- F. 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.

- G. Grievances initiated by the Township shall be filed simultaneously with the Local Union President and Unit Shop Steward within ten (10) calendar days after the occurrence giving rise to the grievance. The Township and Association shall schedule a meeting within fifteen (15) calendar days of the grievance filing in an effort to resolve the dispute. Township's grievance may be referred to grievance arbitration within thirty (30) calendar days of meeting with the Association if same is not resolved.
- H. 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 is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed there under, 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 VII
DUES, DEDUCTIONS, AND AGENCY SHOP

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended. The Township will remit these deductions to the Treasurer of the Association no later than the 15th of the month succeeding the collection.
- B. A check-off shall commence for each employee that signs a properly dated authorization card, supplied by the Association and verified by the Township Manager during the month following the filing of such card with the Township.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish the Township either new authorizations from its members showing the authorized deductions of each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township Manager.
- E. Any such written authorization may only be withdrawn between the period of the 1st of April and the 30th of June by filing a withdrawal notice with the Township Manager. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.
- F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become a member of the Association

and transmit the fee to the majority representative.

1. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
2. The fair share fee for services rendered by the Association shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Association, less the costs of benefits financed through the dues and available only to the members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
3. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.
4. Prior to January 1st and July 31st of each year, the Association, if there is a change in the cost of membership, shall provide advance written notice to the Township and any non-member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above will be forwarded to the Township or employee requesting same.
5. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association, This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

G. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

ARTICLE VIII
EMPLOYEE RIGHTS AND PRIVILEGES

- A. Nothing contained herein shall be construed to deny or restrict any employee such rights as they may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

- B. No employee shall be disciplined, reduced in rank or compensation without just cause. Any such action asserted by the Township or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure herein set forth.

- C. Whenever an employee is required to appear before any Supervisor, Chief, Township Counsel or Township Representative concerning any matter which could adversely affect the continuation of that employee in their position, employment, or the salary or any increments pertaining thereto, then they shall be given prior written notice of the reasons of such meeting or interview and shall be entitled to have a representative of the Local present to advise them and represent them during such meeting or interview.

- D. Any employee whose action may give rise to charges by the Township or any agent or representative thereof, either discipline or criminal, shall be advised prior to any hearing or meeting with any agent or agents of the Township or Department. The affected employee shall be afforded all rights pursuant to U.S.S.C. decisions under Weingarten. No statement shall be given without first advising the affected employee of the matter or matters for which they are under investigation. The employee shall retain their full rights with regard to counsel in any hearing or internal investigation scheduled by the Township.

- E. 1. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Association before they are established.

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2. All written rules and regulations shall be provided to the employees immediately upon promulgation.

ARTICLE IX
HOURS AND OVERTIME

- A. 1. The normal work week for Emergency Medical Technicians will be three (3) thirteen (13) hour shifts for a total of thirty nine (39) hours in a seven day period. The work week shall be defined as 0501 Hours, Monday through 0500 hours, the following Monday. The scheduled hours of work may vary from time to time to meet the needs of the Township.
2. A one hour meal period shall be included within each thirteen hour tour of duty. Two fifteen minute break periods, one in the first half of the shift and one in the second half of the shift, shall also be included within each thirteen hour tour of duty. Employees shall remain available for immediate response to emergency calls during meal and break periods.
- B. Except in emergencies, all effected employees must be given written notification thirty (30) calendar days in advance of any change of employee work schedule or assignment.
- C. Overtime will be paid for any additional time worked beyond the normal thirty-nine (39) hour work week, in accordance with the Fair Labor Standards Act requirements for public agencies. Approved time taken off and charged against an employee's vacation, personal holiday, and/or float holiday balance will be counted as time worked. Sick Leave taken will not be counted against the employee for purposes of overtime computation.
- D. When an employee is recalled for duty, they shall be entitled to compensation at their overtime rate for all hours worked, with a minimum compensation of two (2) hours at their overtime rate, so long as the recall is not contiguous with their regularly scheduled shift.
- E. Whenever the Township determines EMT overtime is necessary, overtime will be offered in accordance with the following procedure:

1. Full time paid EMT employees of equal rank will first be offered the opportunity for overtime.
2. Permanent Part time EMT's will next be offered the opportunity to work.
3. Per Diem EMT's will next be offered the opportunity to work.

F. Overtime will be distributed as equitably as possible in accordance with the above procedure.

1. Overtime work shall be classified as either "carry over", that is, assignments which immediately follows the employee's regular work shift or "call back", that is, assignments that do not immediately follow the employee's regular work shift. The overtime list for "carry over" assignments shall consist of those employees assigned to the regular work shift, which ends immediately prior to the overtime assignment. The overtime list for "call back" assignments shall consist of all qualified employees off duty at the time when the overtime work will be required.
2. Carry over overtime shall first be offered on a voluntary basis to the appropriately qualified employees on the ending shift on a seniority rotation basis, that is, it will first be offered to the most senior qualified employee, and, if refused, to the next most senior qualified employee.
3. Call back overtime shall be offered to all qualified off duty employees on a rotational seniority basis.
4. After the first distribution of voluntary overtime, the seniority rotation shall begin with the next most senior qualified employee on the list after the person who last accepted it.
5. When there are not enough employees willing to voluntarily work overtime, management shall have the right to assign overtime on a involuntary basis in inverse order of seniority, that is, beginning with the most junior qualified employee on the applicable overtime list.
6. After the first distribution of involuntary overtime, the rotation shall begin with the next most junior qualified employee on the applicable list after the one who was involuntarily assigned most recently.

7. Management shall establish a record keeping system on overtime assignments which shall be accessible to Shop Steward or an authorized representative of the Association for review.

G. If a State of Emergency (Federal, State, County, Local, Etc.) is declared, and the State of Emergency directly affects the normal operations of EMS, all employees shall be compensated for all hours worked at the rate of double their regular base hourly rate, until the State of Emergency is declared over. This decision will be determined by the Chief of EMS and Township Manager.

ARTICLE X
EXCHANGE OF HOURS OF DUTY

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

- B. In exercising the provisions of this Article, no employee shall work more than two (2) shifts, and the provisions of Article IX shall not apply to the second shift unless the employee is ordered to work hours in excess of the first shift, in which case Article IX shall be applicable to those excess hours.

- C. All exchanges of hours shall be pursuant to a negotiated and mutually agreed upon policy between the Township and the Association.

ARTICLE XI
SALARIES, LONGEVITY & SHIFT DIFFERENTIAL

See attached salary package (Appendix B) for salaries, longevity, and shift differential.

- A. If an Employees start (anniversary) date falls between January 1st and June 30th, their anniversary date for the purpose of granting salary increases shall be considered January 1st. If an Employees start (anniversary) date falls between July 1st and December 31st, their anniversary date for the purpose of granting salary increases shall be considered July 1st.
- B. Employees acting in the capacity of a superior officer or supervisor shall be compensated at the same hourly rate as same superior officer or supervisor. The opportunity to act in the capacity of a superior officer or supervisor shall be made to each qualified employee on a rotational basis.
- C. If no salary base exists for superior officers or supervisors, employees shall be compensated at double their regular hourly rate for acting out of title in the role of Chief of EMS.

ARTICLE XII
HOLIDAYS

A. Emergency Medical Technicians shall be entitled to twelve (12) regular holidays in addition to one floating holiday per calendar year. The floating holiday shall be utilized at the employee's pleasure subject to approval. The regular holidays shall be as follows:

- | | | |
|-------------------------------|---------------------------|-------------------|
| 1. New Year's Day | 6. Independence Day | 11. Christmas Eve |
| 2. Martin Luther King Jr. Day | 7. Labor Day | 12. Christmas Day |
| 3. President's Day | 8. Thanksgiving Day | |
| 4. Good Friday | 9. Day after Thanksgiving | |
| 5. Memorial Day | 10. Columbus Day | |

B. If a full time employee accepts or is required to work an overtime shift on a recognized Township holiday to maintain proper coverage, the employee shall be paid double their regular hourly rate for all hours worked. Voluntary overtime shall be offered according to seniority. If coverage is not filled with voluntary overtime, then involuntary overtime will be assigned in ascending order, (least seniority to highest seniority). Whenever reasonably possible, seventy two (72) hours notice shall be given to an employee required to work a holiday.

C. An EMT holiday shall be defined as a thirteen (13) hour day.

D. All Holiday pay shall be paid in one check on or about the first pay and no later than the second pay of December of each contract year.

ARTICLE XIII
VACATIONS & PERSONAL TIME LEAVE

- A. Bargaining unit employees shall be entitled to annual vacation leave with pay in accordance with the following schedule:
1. During the first calendar year of employment, employees shall be entitled to thirteen (13) vacation hours per month of employment.
 2. Beginning the 2nd year of employment through the 7th calendar year of employment, employees shall be entitled to one hundred fifty six (156) vacation hours per year.
 3. Beginning the 8th year of employment through the 16th calendar year of employment, employees shall be entitled to one hundred ninety five (195) vacation hours per year.
 4. Beginning the 17th year of employment until retirement, employees shall be entitled to two hundred sixty (260) vacations hours per year.
- B. Vacation time for the current year will be credited to the employee on January 1st.
- C. The vacation year is January 1st through December 31st.
- D. If an employee begins employment prior to the 15th day of any given month, the first vacation time will be accrued on the first day of the next month. If the employee begins employment on or after the 15th day of any given month, the first vacation time will be accrued on the first day of the second month.
- E. A maximum of one calendar year's accrued vacation hours may be carried over into any given year.
- F. An annual vacation schedule shall be prepared by the Chief or his designee in accordance with present operating guide.

- G. An employee who terminates their Township employment with proper notice given to the Township, or whose employment is terminated by the Township, shall be entitled to vacation time and/or vacation pay at the time of termination. This time shall be prorated for the last year of employment.
- H. All accumulated vacation will be paid at the employee's current hourly rate upon retirement or otherwise leaving employment.
- I. The Emergency Medical Technician vacation entitlement schedule shall be based on one (1) shift being defined as a thirteen (13) hour shift.
- J. Vacation time may be used in minimum time blocks of four (4) hours.
- K. Personal Time Leave - Each employee shall also be entitled to annual personal time leave as follows:

First year of employment: 26 hours after six months employment

Beginning 2nd year of employment through 4th year of employment:
39 hours effective January 1

5th year of employment: 52 hours effective January 1

- L. Personal leave time shall not be accumulative, but may be exchanged for vacation time previously used in the same calendar year.
- M. Personal leave time may be used in minimum time blocks of three (3) hours.

ARTICLE XIV
SEPARATION, DEATH AND RETIREMENT

- A. Employees shall retain all pension rights as EMT's as provided by all applicable laws.
- B. Employees retiring either after twenty-five (25) years of service pursuant to N.J.S.A. 43:16A-11.1 or having attained the age of fifty five (55) pursuant to N.J.S.A. 43:16A-5, or as a result of a disability pension, whether work-connected or not, shall be paid for all accumulated holidays, vacation and other compensatory time, (excluding Sick Leave covered under Article XV), as provided in this Agreement. Said payments shall be computed at the rate at the time of retirement based upon the base annual compensation.
- C. Employees intending to retire on other than disability pension shall accordingly notify the Township by September 1st of the previous year in which said retirement is to become effective.
- D. In the event of an employee's death, their estate or legal representative shall be paid for all accumulated holidays, vacation or other compensatory time as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of their death.
- E. In the event of an employee's separation from service for any reason not set forth in Section B or D above, all accumulated benefit time shall be paid at the rate of pay at the time of separation to the employee.
- F. For benefits payable in the then current year in all cases of separation, death while not in the line of duty or retirement, all vacation, holiday, and other compensatory time shall be pro-rated as of the first of the month if the resignation, death or retirement is effective after the fifteenth (15th) of the month. Benefits shall be pro-rated on the calendar year from January 1st through December 31st.

- G. For benefits payable in the then current year in all cases where the employee died while in the line of duty, all vacation, holidays, sick leave days, and other compensatory time which would have accrued for the entire calendar year (in the year of the employee's death), shall be payable to the employee's estate or legal representative.
- H. Separation shall be defined as any permanent cessation of employment, but shall not be deemed to include temporary leaves of absence, vacation, layoffs, or other temporary leaves.

ARTICLE XV

SICK LEAVE

- A. Sick leave with pay shall be earned at the rate of thirteen (13) hours per month during the first calendar year of employment, and one hundred ninety five hours per year for each year of employment thereafter. Unused sick leave shall be cumulative from year to year.

- B. Sick leave is hereby defined to mean absence by an employee by reason of personal illness, illness within the immediate family, observance of quarantine, or as a result of a disabling injury not compensable under Article XVI.

- C. Employees' may be required to furnish a doctor's certificate to substantiate a request for approval of sick leave when sick leave exceeds three (3) consecutive workdays.

- D. The Township may require the employee to submit acceptable medical evidence of proof of illness whenever such a requirement appears reasonable to the Township.

- E. In order to receive compensation while absent on sick leave, an employee shall report their absence to the Chief or his designee at least one (1) hour prior to the start of their shift, if possible.

- F. In case of sick leave due to contagious disease or to care for a seriously ill member of the employee's immediate family, reasonable proof may be required.

- G. An employee who has exhausted their accumulated sick leave may, with the Township's approval, charge additional days of absence to vacation or personal days, if available. Once all benefit time has been exhausted, the employee may request up to one year of sick time be advanced to the employee.

- H. Employees retiring or separating from employment with a minimum of ten (10) years of service shall be compensated for fifty (50) percent of their accrued sick leave or a maximum of three hundred ninety (390) Sick Leave hours, whichever is greater. The compensation will be at the employee's hourly rate at the time of separation and shall be received with the employee's final regular paycheck.
- I. In the event of a major illness or injury (not compensable under Article XVI), an employee who has exhausted his accumulated benefit time, The Township shall allow other employees to donate benefit time (Sick time, Vacation, Personal Leave Time, or Float Holiday) to the effected employee. aka "Catastrophic Sick Time donation".
- J. Employees retiring on disability retirement shall be paid for all accumulated sick days as provided in this Agreement.
- K. In the event of an employee's death, their estate or legal representative shall be paid for all accumulated sick days as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of their death.
- L. In the event of an employee's termination for cause, the employee shall not be entitled to any compensation for accumulated sick days.
- M. The sick leave entitlement shall be based on one (1) work day being defined as a thirteen (13) hour shift.
- N. Employees may sell back a maximum of ten (10) days accrued sick leave provided they have at least 195 hours of sick leave available. Employee's intending to sell sick leave back to the Township must notify the Township's designee between November 1 and December 1.

ARTICLE XVI
INJURY LEAVE

- A. 1. In the event an employee becomes disabled by reason of service connected injury or illness and is unable to perform their duties, then, in addition to any sick leave benefits otherwise provided herein, he may be entitled to full pay for a period of up to one (1) year. In the event an employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the Township. At the employee's option, the employee shall either surrender and deliver any compensation, disability, or other benefits to the Township and receive from the Township his entire salary payment, or in the alternative, the employee may retain the compensation, disability or other benefits and receive from the Township only the difference of pay.
2. If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.
3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.
- B. When a employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Township's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workmen's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and if necessary, against any other accumulated leave time. If the employee leaves the employ of the Township prior to reimbursing the

Township for such advanced time, the employee shall be required to reimburse the Township for such advanced time.

- C. Any employee who is injured, whether slight or severe, while working, must immediately verbally notify the Chief of EMS or his designee of the injury and submit an injury report to the Chief or officer in charge prior to the end of the employee's shift, or, if that is not medically possible, as soon thereafter as is possible.
- D. It is understood that the employee must file an injury report with the Chief of EMS so that the Township may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.
- E. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.
- F. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.
- G. In the event the Township appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee's physician disputes the determination of the Township's appointed physician. Then the Township and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

ARTICLE XVII
BEREAVEMENT LEAVE

- A. In the event of death of the employee's parents, spouse, children, wards, brothers or sisters, the employee shall be granted time off without loss of pay commencing the day of death for a period of five consecutive calendar days.
- B. Leave with pay for three consecutive calendar days shall be granted in the case of the death of grandparents, mother-in-law, and father-in-law.
- C. The Chief may grant leave without pay for anyone else not included.
- D. If additional time is required, an employee may use accumulated benefit time or vacation time upon approval of the Chief.
- E. An employee will request bereavement leave from the Chief at the earliest feasible time.
- F. Proof of death may be required at the Chief's discretion.
- G. A tour of duty for Emergency Medical Technicians is defined as a thirteen (13) hour shift.

ARTICLE XVIII
MILITARY LEAVE

- A. Military leave shall be granted pursuant to State and Federal Statutes and regulations.

ARTICLE XIX
LEAVE OF ABSENCE

- A. Leave of absence without any pay, in the discretion of the Township Manager & concurrence of Township Council, may be granted for good cause to any employee who has completed their probationary period.
- B. Leave of absence can be any specified time period up to a maximum of one (1) year.
- C. During a leave of absence, the Township will not be responsible to provide the employee with the benefits provided within Article XXV. However, if the employee wishes that coverage is extended to him during that leave, the Township will provide it but it must be paid by the employee prior to the Township being billed.
- D. No seniority or benefit shall accrue during any leave of absence.
- E. The Township shall reinstate the employee to the position held and restore all compensation and benefits immediately upon return from any leave of absence.

ARTICLE XX

PENSIONS

- A. All employees shall retain all pension rights afforded to them under applicable law.

ARTICLE XXI
JOB DESCRIPTION AND DUTIES

- A. The job descriptions and duties for all members of this bargaining unit shall be accordance with each employee's job title as set forth by the New Jersey State Department of Personnel, N.J.S.A. Titles 11 and 11-A.
- B. The Township will maintain on file complete and current Department of Personnel job descriptions for all required positions.
- C. The Township will supply a copy of the most current job description to an employee when hired and at any time thereafter, if the job description should change.
- D. Any additional job descriptions / duties on a township level shall be based upon a mutually agreeable description of said duties.

ARTICLE XXII
CLOTHING ALLOWANCE

- A. The Township will issue to all newly hired employees all uniforms according to the clothing list set forth in Appendix A attached hereto. All clothing shall meet N.F.P.A. and O.S.H.A. requirements, or their equivalent as outlined for EMS workers.

- B. The Township will be responsible for the cost of changes in uniform and replacement of uniforms damaged or contaminated in the line of duty.

- C. Uniforms shall be worn on all duty hours except during physical fitness time. When working in and around stations and grounds, the uniform shirt may be removed (but employee must wear undershirt). The Chief shall determine the proper uniform for the work being performed. Uniforms and components thereof shall not be worn while off duty.

- D. The Township will provide its employees with all Personal Protective Equipment that meet or exceed the requirements of N.F.P.A. and O.S.H.A., or their equivalent as outlined for EMS workers.

ARTICLE XXIII
TRAVEL EXPENSES

- A. Employees shall be reimbursed at the Internal Revenue Service rate for reimbursement for using their personal automobile when so ordered and or required by the Township, and shall be reimbursed for all non-vehicular expenses in connection with their official duties when approved by the Chief. Any such expenses must be appropriately documented as a condition of reimbursement.
- B. Employees will be reimbursement for a maximum of \$40.00 per day meal allowance while traveling on department business. Reimbursement will be made upon presentation of receipts documenting the expenses incurred. Employee travel time must be one full day or more. There will be no reimbursement for alcohol.

ARTICLE XXIV
HEALTH AND WELFARE

- A. All existing hospital, medical and life insurance benefits provided to full time employees and their families shall be retained and continued in full force and effect.
- B. Any changes in the current plans and/or provider must be negotiated with and approved by the Association. The employees shall not have any reduction in current coverage.
- C. Employees breaking or losing eyes glasses or a watch while in the line of duty may, upon approval of Chief of EMS and Township Manager be reimbursed as follows:
1. Eye glasses - \$100.00 per occurrence (including prescription sunglasses)
 2. Watches - \$50.00 per occurrence
- D. Any employee who is a defendant in an action or legal proceeding arising out of or incidental to the performance of assigned duties shall be entitled to legal representation at the Township's cost. The Township shall pay all costs provided that an itemized statement of fees and costs is submitted and prior approved by the Township.
1. The Township shall pay all reasonable costs for the defense of employees named or otherwise involved in civil lawsuits as a result of the performance of their duties. The Township shall also be responsible for any compensatory damages that may be assessed against employees as a result of the performance of their duties.
 2. The Township shall pay all reasonable costs for the legal defense of employees charged with offenses relating to the performance of their duties. However, if a judge, jury or hearing officer finds an employee guilty of any charge brought against him, the Township will not be responsible for and punitive damages or penalties assessed against the employee.

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- E. The Association and Township agree that a negotiated and mutually agreed upon Employee Assistance Program (E.A.P.) will be implemented. If no Township program is made available, the Township agrees to pay all reasonable costs for a mutually agreed upon outside service for any employee and associated family member seeking help.

ARTICLE XXV
MATERNITY, ADOPTION OR CHILD CARE LEAVE

A. DEFINITIONS:

1. Maternity Leave – The actual period of disability due to a pregnancy or related disability.
2. Child Care Leave – A leave of absence without pay available to men and women for care of a child. Covered under Family Leave Act.
3. Adoption Leave – A leave of absence without pay available to men and women for the care of a newly adopted child.

B. Maternity Leave shall commence on a date requested by the employee and certified by the physician as being within the period of disability.

1. Maternity Leave shall be with pay to the extent of any accumulated sick leave earned or without pay as permitted by the New Jersey State Disability Program, which shall be at the employee's option.

C.

1. Child care leave will be granted commencing on a date immediately following the maternity component. Such leave may continue for a period not to exceed eighteen (18) calendar months.
2. Adoption leave shall be granted by commencing on the date of formal adoption. Such leave may continue for a period not to exceed twelve (12) calendar months.
3. Child care or adoption leaves shall be without pay.

D. Maintenance of Health Care Benefits shall be pursuant to the related provisions of the Leave of Absence Article.

E. Employees shall be entitled to return to work with a minimum thirty days advance notice to the employer.

F. The Township and Association agree that employees shall be entitled to leave pursuant to the Family Leave Act upon submitting written request for same to the Township's designee.

- G. A male employee requesting child care leave shall be eligible for such leave beginning on the delivery date of his child.
- H. Upon return from any leave, the employee shall be reinstated to his/her pre-leave employment position and assignment unless otherwise mutually agreed upon.
- I. Advancement along the negotiated salary guide or accrual of any benefit shall not be affected by any leave of absence.
- J. Any leave may be extended for a mutually agreeable length of time upon employee request.

These leaves will be covered under Federal & State Regulations. The procedure for requesting/granting any of the above leaves will be covered under a mutually agreeable departmental policy.

ARTICLE XXVI
COMMUNICABLE DISEASES & CHEMICAL EXPOSURES

- A. The department shall maintain a "medical sub file" in each employee's personnel file. This "medical sub file" shall contain but not be limited to work related injury reports, vaccinations and exposure reports. Only the Chief, his designee or the employee will have access to these files.

- B. If an employee comes in contact with; or has potential contact with any type of communicable disease or bio-hazard and/or chemical exposure, the employee is to make immediate notification and complete an "Exposure Form" as described in the departments "Exposure Control Plan" Guide Section 100 Guide Number 120.

- C. If the employee is diagnosed with the AIDS Virus or any other communicable disease, the "Exposure Form" shall establish a rebuttable presumption that the employee is eligible for injury leave pursuant to Article XVI.

ARTICLE XXVII

LABOR / MANAGEMENT COMMITTEE

- A. There will be a joint committee comprised of two (2) association members appointed by the Association President and the Chief. The committee will meet as needed and discuss matters of mutual concern.

ARTICLE XXVIII
PROMOTIONS

- A. When the Township determines to create a promotional position(s), or transfer a position, a notice will be posted in each station, with a copy provided to the Association, advising of the nature of the position and the qualifications required therefore. All promotions will be made in accordance with N.J.S.A. 11 and 11-A, State of New Jersey, Department of Personnel.

ARTICLE XXIX
BULLETIN BOARD

- A. The Association shall have the sole use of the mutually agreed upon designated Association 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 emergency organizations and other employee related matters.

- B. Only material authorized by the signature of the Association Representative, President, or Shop Steward, shall be permitted to be posted on said bulletin board.

- C. The Township may require the Association to remove, from the bulletin board, any material that does not conform to the intent of the above provisions of this Article.

- D. Board should be of locking / glass-covered type, with Shop Steward being the key holder.

ARTICLE XXX
SERVICE RECORDS

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Township, and may be used for evaluation purposes by the Chief or Township Manager.
- B. Upon advanced notice and at reasonable times, any employee may review any and all of his or her personnel files. However, this appointment for review must be made through the Chief.
- C. Whenever a written complaint concerning an employee or his or her actions is to be placed in this personnel file, a copy shall be made available to the employee and he or she shall be given the opportunity to rebut it if he or she so desires. The employee shall be permitted to place said rebuttal in his or her file.
- D. When an employee rebuts and is found innocent of said complaint, the written complaint must be removed from the employees file, and any and all other files within five (5) working days.
- E. All personnel files will be carefully maintained and safeguarded permanently and nothing shall be placed in or removed from there except as provided in Section D above or by mutual agreement.
- F. Maintenance of the personnel files will be accordance with the Archives Laws of the State of New Jersey.

ARTICLE XXXI
PRINTING AND SUPPLYING AGREEMENT

- A. This Agreement and any future agreement shall be copied and supplied to each employee by the Township within fifteen (15) calendar days of execution at no cost to the employee.

- B. Contract to be prepared by the Association and distributed by the Township.

ARTICLE XXXII
STATUTORY AND LEGAL RIGHTS

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

ARTICLE XXXIII
SEPARABILITY AND SAVINGS

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

ARTICLE XXXIV
MAINTENANCE OF BENEFITS

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

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

ARTICLE XXXV
COURT APPEARANCES AND JURY DUTY

- A. All employees shall be granted time off without loss of pay, vacation time or other compensatory time for mandated jury duty. The employee must be scheduled to work in order to receive administrative leave for jury duty.
- B. Employees volunteering for jury duty shall not receive paid time off for jury duty.
- C. Any employee required to appear in any court proceeding due to circumstances arising from their employment will receive their regular rate for the period spent in court. The employee shall also be reimbursed for all related travel expenses.

ARTICLE XXXVI
EMERGENCY LEAVE

- A. Employees may be granted emergency leave for a bona fide emergency situation that requires their release or absence from work. All emergency leave will be charged, at the employer's option, against the employee's personal or vacation time balance.

ARTICLE XXXVII
FULLY BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations.

- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

- C. This Agreement shall not be modified in whole or in part by the parties except only by an instrument, in writing, executed by both parties.

- D. It is the intent of the parties that the provisions of this Agreement will supersede all agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Township and the Association, for the life of this Agreement, hereby waive any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

ARTICLE XXXVIII
SUPERSEDING CLAUSE

- A. This Agreement supersedes any and all other agreements, ordinances, resolutions and/or directives dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

ARTICLE XXXIX
TUITION & REIMBURSEMENT

- A. The Township endorses a policy of self-improvement and supports and educational assistance program. Enrollment by the employee in any course for which he or she seeks reimbursement shall have the prior approval of the Chief.

- B. One hundred percent of tuition, books and related materials will be paid for approved classes provided that employees seeking reimbursement shall submit receipts documenting expenditures before reimbursement will be paid and a grade of "C" or better is earned.

- C. No employee shall receive reimbursement funds for expenses reimbursed by other any means.

- D. The provisions of this Article shall be in accordance with TWP Code 40:16 D.

ARTICLE XXXX
FACILITIES AND PERSONAL LOCKERS

- A. The Township shall provide and maintain male and female washroom and restrooms facilities that are in good repair and provide sanitary conditions to the employees.

- B. The Township shall provide each employee a personal locker, which shall be mutually agreed upon by the Association and Township. Each employee's locker shall be located at the employee's work stations.

ARTICLE XXXXI
DISCIPLINARY ACTION

- A. The Association and Township agree that a negotiated and mutually agreed upon disciplinary action code will be implemented.

- B. The Association and Township also agree that any implemented disciplinary action code will be pursuant to the rules and regulations of the New Jersey Department of Personnel.

ARTICLE XXXXII
TRAINING & CONTINUING EDUCATION

Conferences:

Approval for outside conferences will be left up to discretion of Chief and/or the Township Manager.

Application process for conference attendance will be in accordance with a mutually agreeable departmental guideline.

Continuing Education: Employees will be paid to attend the following required certification classes:

- EMT
- PHTLS
- CPR

Any other departmentally mandated training (i.e. OSHA, WMD, etc.)

Management has the right to schedule training during work hours.

FLSA requires that personnel be paid for training to retain certifications.


ARTICLE XXXXIII
DURATION, TERM AND RENEWAL

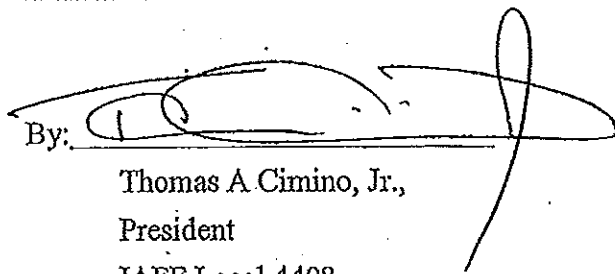
THIS AGREEMENT shall be effective January 1, 2006 and shall remain in full force and effect through and including December 31, 2009. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, before one hundred twenty (120) calendar days prior 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 in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date first set forth above.

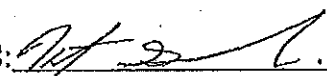
TOWNSHIP OF MOUNT LAUREL

I.A.F.F. LOCAL 4408 AFL-CIO

By: 
PETER McCAFFREY, MAYOR
Mount Laurel Township

By: 
Thomas A. Cimino, Jr.,
President
IAFF Local 4408

WITNESS: 

WITNESS: 
Kenneth Grabowski,
EMS Shop Steward
IAFF Local 4408

DATE: 4/8/06

DATE: _____

APPENDIX A
CLOTHING ALLOWANCE LIST

A. PROBATIONARY FULL TIME EMPLOYEES INITIAL ISSUE:

- 3 - S/S SHIRTS
- 3 - L/S SHIRTS OR STAFF SHIRTS
- 3 - PANTS
- 1 - BELT
- 1 - NAME PLATE
- 1 - BADGE & NAME PLATE HOLDER
- 1 - SPIEWAK JACKET & LINER
- 1 - BADGE
- 1 - HELMET & GOGGLES
- 1 - PROTECTIVE GLOVES

B. NEW PERMANENT FULL TIME EMPLOYEES (@ THE SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD) ADDITIONAL ISSUE:

- 2 - S/S SHIRTS
- 2 - L/S SHIRTS OR STAFF SHIRTS
- 2 - PANTS
- 3 - STAFF SHIRTS
- 1 - BOOTS
- 1 - SPIEWAK PANTS

C. ANNUAL UNIFORM ALLOTMENT FOR FULL TIME PERMANENT EMPLOYEES WHO HAVE NOT RECEIVED ISSUED UNIFORMS IN CURRENT FISCAL YEAR:

1. UNIFORM MAINTENANCE \$500.00 ANNUALLY in a separate check and will be considered taxable income. The Uniform Maintenance Check will be issued on or about January 1st of each contract year.

2. The Chief and/or his designee will request uniform replacement orders twice per year, for Spring/Summer and Fall/Winter uniforms. Other replacement, dress and optional items may be requested via the Chief of EMS throughout the year. Employees will remit a uniform needs list not to exceed the amounts listed below in any one year period.
 3. The Township will furnish employees with uniforms as needed on a yearly basis. Each employee will have a minimum of \$750.00 and a maximum of \$1000.00 available for purchases for each contract year.
 4. The above amount will cover all items on the approved vendor bid list as well as; One (1) Spiewak Jacket, Liner and Pants each (or equals) during the life of this contract; and Approved Boots/Footwear equal to \$500.00 during the life of the contract, (to be selected by the employees and the Chief of EMS).
- D. The Township will be responsible for the cost of changes in uniform and replacement of uniforms damaged or contaminated in the line of duty.
- E. THE DESIGNATED UNIFORM AND ALL COMPONENTS including uniform usage, will be mutually agreed upon by the Association and the Township in a Uniform policy.

APPENDIX B
SALARY PACKAGE

January 1, 2006 through December 31, 2009

APPENDIX B – Salary Package

Salary Guide -

	2006		2007		2008		2009	
	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
Step 0	\$17.47	\$36,335.10	\$18.17	\$37,788.51	\$18.89	\$39,300.05	\$19.65	\$40,872.05
Step 1	\$19.20	\$39,929.34	\$19.96	\$41,526.52	\$20.76	\$43,187.58	\$21.59	\$44,915.08
Step 2	\$19.97	\$41,536.77	\$20.76	\$43,187.58	\$21.59	\$44,915.08	\$22.46	\$46,711.68
Step 3	\$20.76	\$43,190.78	\$21.60	\$44,926.17	\$22.46	\$46,711.68	\$23.36	\$48,580.15
Step 4	\$21.59	\$44,914.69	\$22.46	\$46,715.15	\$23.36	\$48,592.14	\$24.29	\$50,523.36
Step 5	\$22.46	\$46,708.48	\$23.36	\$48,579.73	\$24.29	\$50,527.11	\$25.27	\$52,557.26
Step 6	\$23.35	\$48,572.16	\$24.29	\$50,519.89	\$25.26	\$52,543.83	\$26.27	\$54,650.12
Step 7	\$24.29	\$50,529.02	\$25.26	\$52,535.65	\$26.27	\$54,642.32	\$27.32	\$56,831.41
Step 8	\$25.26	\$52,532.48	\$26.28	\$54,652.19	\$27.32	\$56,822.56	\$28.41	\$59,101.13
Step 9	\$26.28	\$54,652.42	\$27.32	\$56,819.13	\$28.42	\$59,111.81	\$29.55	\$61,459.28
Step 10	\$27.33	\$56,842.24	\$28.42	\$59,112.05	\$29.55	\$61,455.57	\$30.74	\$63,935.34

McCourt off scale – Base Salary as of November 1, 2005 as per finance = \$54,019.68
 McCourt to receive %8 increase for 2006 (COLA + Salary Adjustment) = \$58,341.25
 McCourt to receive Longevity = \$1500.00
 McCourt base salary for 2006 = \$59,841.25

Employee Steps for 2006 –

Bosch -	0	Grabowski -	7
Loveland -	4	Hamilton -	7
Byzek -	6	Tremper -	9
Vena -	6	McCourt -	Off Scale (see above)

APPENDIX B - Salary Package

Shift Differential:

- a. Shift Differential will be paid at \$2.00 per hour. Employees will accumulate Shift Differential for hours worked outside of the normal Township business hours of 8am - 4pm, Monday through Sunday.
- b. Shift Differential will be paid weekly in the employee's paycheck.

Cost of Living Increases:

- a. Employees who have reached the final step during the life of the contract shall receive the agreed upon COLA increase as well as the agreed to longevity increase, both being added yearly to the current base rate of the employee.

Longevity:

- a. The Longevity Guide will be applied for employees after their 10th full year of employment or when achieving their 10th step, whichever comes first.
- b. Longevity will be paid as follows:
 1. Is to be added to the base salary of the employee.
 2. Paid between the current anniversary date and next anniversary date.

c. Longevity Guide:

After 10 th complete year or at 10 th step through 14 th year	\$850.00 per year
15 th year through 19 th year	\$1500.00 per year
20 or more years	\$5000.00 per year



Burlington County Professional
Firefighters Association
International Association of Firefighters Local 3091



Memorandum of Agreement

Between the
Burlington County Professional Firefighters Association, IAFF Local 3091,
representing the Mount Laurel Township Emergency Medical Technicians
and the
Township of Mount Laurel

Date: December 13, 2007

This agreement, by and between the International Association of Fire Fighters Local 3091 ("Local 3091") representing the Mount Laurel Township Emergency Medical Technicians and the Township of Mount Laurel in Burlington County, New Jersey ("The Township"), hereinafter "The Parties", represents the full agreement between The Parties relating to changes and additions in the current (January 2006 through December 2009) bargaining agreement.

The Parties agree as follows:

- Changes that cover new shifts implemented by The Township, which directly affect but are not limited to Hours Worked, Overtime, Sick Time, Holiday Time, Vacation Time and Personal Leave as well as Training verbiage, have been discussed and agreed upon.
- The Township has passed resolution #07-R-0276 which agrees to amend the current agreement with the proposed verbiage.
- Effective the date that this agreement is signed and executed, the Parties agree to replace the current language of the bargaining agreement with the attached language (see attached pages).

Marc Friddell, Sr. - President
International Association of Fire Fighters Local 3091

Mount Laurel Township

John W. Hamilton - Shop Steward
International Association of Fire Fighters Local 3091



Burlington County Professional
Firefighters' Association
International Association of Fire Fighters Local 3091



To: Debra Foure, Mount Laurel Township Manager
Cc: Fran Pagurek, Chief of EMS
From: John W. Hamilton, IAFF Local 3091 Secretary/Shop Steward
Date: Friday, November 09, 2007
Re: Contract Language Changes

Dear Debra and Fran,

Here are the updates to the requested changes. I have removed the 'current language pages', so please refer to your hardcopies if needed. These updates reflect our discussion on November 8, 2007.

Respectfully,

John W. Hamilton, Secretary/Shop Steward
Burlington County Professional Firefighters Association
I.A.F.F. Local 3091
jhamilton@iafflocal3091.org
Cell (609) 929-6983
Visit Our Website: www.iafflocal3091.org

Proposed Language:

ARTICLE IX
HOURS AND OVERTIME

- A. 1. The normal work week for Emergency Medical Technicians will be three (3) thirteen (13) hour shifts for a total of thirty nine (39) hours in a seven day period *or five (5) eight (8) hours shifts for a total of forty (40) hours in a seven day period.* The work week shall be defined as 0501 Hours, Monday through 0500 hours, the following Monday. The scheduled hours of work may vary from time to time to meet the needs of the Township.
2. A one hour meal period shall be included within each thirteen hour tour of duty. Two fifteen minute break periods, one in the first half of the shift and one in the second half of the shift, shall also be included within each thirteen hour or eight tour of duty. Employees shall remain available for immediate response to emergency calls during meal and break periods.
- C. Overtime will be paid for any additional time worked beyond the *normal thirty-nine (39) hours in a thirty-nine (39) hour work week or after forty (40) hours in a forty (40) hour work week*, in accordance with the Fair Labor Standards Act requirements for public agencies. Approved time taken off and charged against an employee's vacation, personal holiday, and/or float holiday balance will be counted as time worked. Sick Leave taken will not be counted against the employee for purposes of overtime computation.

Proposed Language:

ARTICLE XII
HOLIDAYS

A. Emergency Medical Technicians shall be entitled to twelve (12) regular holidays in addition to one floating holiday per calendar year. The floating holiday shall be utilized at the employee's pleasure subject to approval. The regular holidays shall be as follows:

- | | | |
|-------------------------------|---------------------------|-------------------|
| 1. New Year's Day | 6. Independence Day | 11. Christmas Eve |
| 2. Martin Luther King Jr. Day | 7. Labor Day | 12. Christmas Day |
| 3. President's Day | 8. Thanksgiving Day | |
| 4. Good Friday | 9. Day after Thanksgiving | |
| 5. Memorial Day | 10. Columbus Day | |

C. An EMT holiday shall be defined as a thirteen (13) hour day for thirteen (13) hour employees *and an eight (8) hour day for eight (8) hour employees.*

D. Thirteen (13) hour employees shall be paid all Holiday pay in one check on or about the first pay and no later than the second pay of December of each contract year.

E. *Eight (8) hour employees will not normally be scheduled to work holidays, yet will receive Holiday pay for each Holiday in the next week's paycheck. If an eight (8) hour employee is scheduled to work a Holiday, that employee will be paid double their normal hourly rate for all hours worked in lieu of any Holiday pay.*

Proposed Language:

ARTICLE XIII
VACATIONS & PERSONAL TIME LEAVE

- A. Bargaining unit employees shall be entitled to annual vacation leave with pay in accordance with the following schedule:
1. During the first calendar year of employment, thirteen (13) hour employees shall be entitled to thirteen (13) vacation hours per month of employment *and eight (8) hour employees shall be entitled to eight (8) vacation hours per month.*
 2. Beginning the 2nd year of employment through the 7th calendar year of employment, thirteen (13) hour employees shall be entitled to one hundred fifty six (156) vacation hours per year *and eight (8) hour employees shall be entitled to ninety six (96) vacation hours per year.*
 3. Beginning the 8th year of employment through the 16th calendar year of employment, thirteen (13) hour employees shall be entitled to one hundred ninety five (195) vacation hours per year *and eight (8) hour employees shall be entitled to one hundred twenty (120) vacation hours per year.*
 4. Beginning the 17th year of employment until retirement, thirteen (13) hour employees shall be entitled to two hundred sixty (260) vacation hours per year *and eight (8) hour employees shall be entitled to one hundred sixty (160) vacation hours per year.*
- I. The Emergency Medical Technician vacation entitlement schedule shall be based on one (1) shift being defined as either a thirteen (13) hour shift *or an eight (8) hour shift.*
- K. Personal Time Leave - Each employee shall also be entitled to annual personal time leave as follows:

First year of employment: 13 Hours 26 hours after six months employment
8 Hours 16 hours after six months employment

Beginning 2nd year of employment through 4th year of employment:
13 Hours 39 hours effective January 1
8 Hours 24 hours effective January 1

5th year of employment and thereafter:
13 Hours 52 hours effective January 1
8 Hours 32 hours effective January 1

M. Personal leave time may be used in minimum time blocks of *four (4) hours*.

Proposed Language:

ARTICLE XV
SICK LEAVE

- C. Employees' may be required to furnish a doctor's certificate to substantiate a request for approval of sick leave when sick leave exceeds *three (3) consecutive workdays for a thirteen (13) hour employee or three (3) consecutive workdays for an eight (8) hour employee.*

- M. The sick leave entitlement shall be based on one (1) work day being defined as a *thirteen (13) hour shift or an eight (8) hour shift, respective to the employees regular work shift.*

- N. *Thirteen (13) hour employees may sell back a maximum of one hundred thirty (130) hours accrued sick leave per year provided they have at least 195 hours of sick leave available and eight (8) hour employees may sell back a maximum of eighty (80) hours accrued sick leave per year provided they have at least 120 hours of sick leave available. Employee's intending to sell sick leave back to the Township must notify the Township's designee between November 1 and December 1.*

Proposed Language:

ARTICLE XVII
BEREAVEMENT LEAVE

~~G. A tour of duty for Emergency Medical Technicians is defined as a thirteen (13) hour shift.~~

Strike from document.

Current Language:

ARTICLE XXXXII

TRAINING & CONTINUING EDUCATION

Conferences:

Approval for outside conferences will be left up to discretion of Chief and/or the Township Manager.

Application process for conference attendance will be in accordance with a mutually agreeable departmental guideline.

Continuing Education:

Full Time Employees will be entitled up to twenty four (24) hours per year of continuing education time to meet New Jersey Department of Health Office of Emergency Medical Services recertification requirements for Emergency Medical Technicians (EMT) and Paramedics (MICP).

Any other departmentally mandated training (i.e. OSHA, WMD, etc.)

Management has the right to schedule training during work hours.

FLSA requires that personnel be paid for training to retain certifications.

Mount Laurel Professional Fire Fighters & EMTs

I.A.F.F. Local 4408

Contract Changes

For Contract Years 2006 through 2009

1. Association name changes throughout contract.
2. Article VII Section A; The Township will remit these deductions to the Treasurer of the Association no later than the 15th of the month succeeding the collection.
3. Article X Section C; Overtime will be paid for any additional time worked beyond the normal thirty-nine (39) hour work week, in accordance with the Fair Labor Standards Act requirements for public agencies.
4. Article X Section C; Sick Leave taken will not be counted against the employee for purposes of overtime computation.
5. Article X Section G; If a State of Emergency (Federal, State, County, Local, Etc.) is declared, and the State of Emergency directly affects the normal operations of EMS, all employees shall be compensated for all hours worked at the rate of double their regular base hourly rate, until the State of Emergency is declared over. This decision will be determined by the Chief of EMS and Township Manager.
6. Article XI Section A; If an Employees start (anniversary) date falls between January 1st and June 30th, their anniversary date for the purpose of granting salary increases shall be considered January 1st. If an Employees start date falls between July 1st and December 31st, their anniversary date for the purpose of granting salary increases shall be considered July 1st.
7. Article XI Section C; If no salary base exists for superior officers or supervisors, employees shall be compensated at double their regular hourly rate for acting out of title in the role of Chief of EMS.
8. Article XII Section D; All Holiday pay shall be paid in one check on or about the first pay, and no later than the second pay of December of each contract year.
9. Article XIII Section K; Personal Time Leave.- Each employee shall also be entitled to annual personal time leave as follows: *See Contract.
10. Article XV Section N; Employees may sell back a maximum of ten (10) days accrued sick leave provided they have at least 195 hours of sick leave available. Employee's intending to sell sick leave back to the Township must notify the Township's designee between November 1 and December 1.
11. Article XXIV Section B; The Association and Township agree that a negotiated and mutually agreed upon Employee Assistance Program (E.A.P.)