

THE TOWNSHIP OF EWING

Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
Web Address: www.ewingnj.org

October 6, 2022

iaff 4434 wildwood crest rescue
Opra+request-35887-23bcc27f@requests.opramachine.com

Re: OPRA Request

To Whom It May Concern:

The Ewing Township Clerk's Office received your OPRA Request on October 6, 2022. The official records Custodian, Kim Macellaro, received your request on October 6, 2022. As such, the seven (7) business day deadline to respond to your request is October 17, 2022. We are satisfying your request on the zero (0) business day, which is today, Thursday, October 6, 2022.

Your OPRA request sought access to the following:

Records requested: Good afternoon, we are requesting the current contract with the ems union FMBA 393

Please see the contract attached. Thank you.

These records are being transmitted to you via email, as per your request. Pursuant to N.J.S.A. 47:1A-5.b, the cost associated with this request is zero cents (\$0.00)

If your request for access to a government record has been denied or unfilled within the seven (7) business days required by law, you have a right to challenge the decision by the Ewing Township Clerk's Office to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the Government Records Council (GRC) by completing the Denial of Access Complaint Form. You may contact the GRC by toll free telephone at 866-850-0511, by mail at P.O. Box 819, Trenton, NJ 08625, by email at grc@dca.state.nj.us, or at their website at www.state.nj.us/grc. The GRC can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County.

If you should have any questions or need additional assistance, please do not hesitate to contact this office at (609)538-7609.

Respectfully,

Kim J. Macellaro, CMC
Ewing Municipal Clerk

OPRA request - agreement of contract between township and EMS

iaff 4434 wildwood crest rescue <opra+request-35887-23bcc27f@requests.opramachine.com>

Thu 10/6/2022 12:50 PM

To: Kim Macellaro <kmacellaro@ewingnj.org>

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Dear Ewing Township,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested: Good afternoon, we are requesting the current contract with the ems union FMBA 393

Yours faithfully,

iaff 4434 wildwood crest rescue



Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:

opra+request-35887-23bcc27f@requests.opramachine.com

Is kmacellaro@ewingnj.org the wrong address for OPRA requests to Ewing Township? If so, please contact us using this form:

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Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

THE TOWNSHIP OF EWING

Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
Web Address: www.ewingnj.org

A RESOLUTION AUTHORIZING THE TOWNSHIP OF EWING ("TOWNSHIP") TO ENTER A NEW COLLECTIVE BARGAINING AGREEMENT AS MODIFIED BY THE ATTACHED AGREEMENT WITH THE FMBA Local 393 ("FMBA") BEGINNING JANUARY 1, 2018 AND ENDING DECEMBER 31, 2023

Resolution #21R-66 WHEREAS, the Township of Ewing and the FMBA are parties to a collective negotiations agreement ("Contract") covering the period January 1, 2018 through December 31, 2023; and,

WHEREAS, the FMBA and Township have engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor contract; and,

WHEREAS, the Township and FMBA have reached agreement on new terms and conditions for a successor contract which are subject to ratification by the members of the FMBA and approval by the Mayor and Council of the Township; and,

WHEREAS, the negotiating committees for the Township and the membership of the FMBA unanimously agree to recommend the agreement for ratification and approval.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

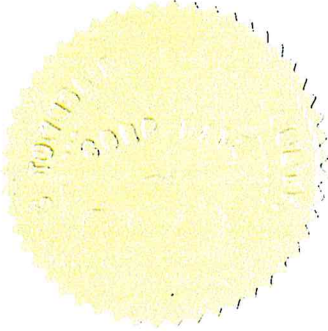
WHEREAS, the contract between the Township and the FMBA, covering the period of January 1, 2018 through December 31, 2023 is hereby approved and the Mayor is authorized to execute same.

NOW, THEREFORE, BE IT RESOLVED, that the Ewing Township hereby adopts and approves the proposed contract terms of the collective bargaining agreement between the Township of Ewing and FMBA LOCAL 393 scheduled to take effect as of January 1, 2018. The approval is conditioned upon ratification of the proposed contract terms by the members of the FMBA.

IT IS SO RESOLVED.

Certification:

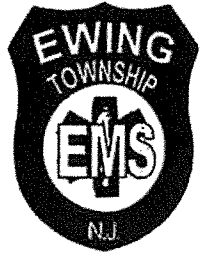
I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 23rd day of February 2021.




Kim J. Macellaro, CMC
Municipal Clerk



FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL #393



AGREEMENT
between TOWNSHIP OF
EWING and
EMERGENCY MEDICAL TECHNICIANS
FIREFIGHTER'S MUTUAL BENEVOLENT
ASSOCIATION
FMBA LOCAL 393

JANUARY 1, 2018 THROUGH DECEMBER 31, 2023

2 Jake Garzio Dr. • Ewing, NJ 08628 • 609-883-2900 ext. 7693 • 609-883-2357 (Fax)

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AGREEMENT

This agreement, made and entered into on this ____ day of March, 2021, with an effective date January 1, 2018, between the TOWNSHIP OF EWING, Mercer County, State of New Jersey, hereinafter referred to as the "Employer", and the FIREFIGHTER'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 393, (Emergency Medical Technicians) having its principal office at 1666 Pennington Road, Ewing, NJ 08618 (hereinafter referred to as the "Union").

WITNESSETH

WHEREAS, it is the desire of the parties to promote mutual cooperation and harmony and to formulate rules for the guidance of the parties;

NOW THEREFORE, in consideration of the mutual promises made by each of the parties to the other and good and valuable consideration in the promises, the parties hereto agree as follows:

ARTICLE I

SECTION 1.01

RECOGNITION: The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of collective negotiations of salaries and wages, hours of work and other fringe benefits, terms and conditions of employment in the title of Emergency Medical Technician, and for such additional classifications as the parties may later agree to include.

SECTION 1.02

EQUAL TREATMENT AND NONDISCRIMINATION: The Employer and Union agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, sexual preference, religion, political affiliation, physical handicap, marital status, union membership or union activities. However, the Union and Employer agree that employees of the unit must be able to "meet the physical requirements of the position as set forth in the Civil

Service Commission Job Description”, and any future revisions thereto. The Employer and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of union membership or non-membership.

SECTION 1.03

UNION REPRESENTATION:

- A. Representatives of the Union, who are not employees of the Employer, shall be admitted on the premises of the Employer for Union business solely and by the Representative presenting himself or herself to the present Division Head or his/her designee prior to the discussion of Union business.
- B. The Employer agrees to recognize a maximum of two (2) Union Representatives, a President and a delegate. One such Representative shall be granted a reasonable amount of time during his/her working hours, without loss of pay, to present, discuss and adjust a grievance with the Employer.
- C. The Representative shall notify his/her immediate supervisor of, and request permission to investigate any grievance. Such permission shall not be unreasonably denied.

SECTION 1.04

DUES AND DEDUCTIONS:

- A. Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her paycheck. This deduction will be submitted to the Union Official so designated in writing to receive such deductions. The Union will notify the Employer, in writing of the exact amount of such regular membership dues to be deducted.

B. This authorization may be withdrawn by such person in accordance with the Workplace Democracy Act.

C. Deduction of Union dues shall be remitted by the Employer to F.M.B.A. Local 393 Treasurer, by the tenth (10th) day after the deductions are made.

SECTION 1.05

INDEMNIFICATION/SAFE HARMLESS CLAUSE: The New Jersey State Firefighter's Benevolent Association Local 393 does and shall indemnify, defend and save harmless the Employer against any and all claims, fees, demands, costs, suits, and/or other forms of liability that shall arise out of any deductions provided for under the provisions of Article I. Section 1.04, 1.05 or Article I.

SECTION 1.06

UNION BUSINESS:

- A. Collective bargaining with respect to rate of pay, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agents for each of the parties.
- B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.
- C. A designee of the Union and not more than two additional members of the Union shall participate in collective bargaining meetings called for the purpose of negotiating collective bargaining agreements; provided, however, that not more than one of the above persons shall be on duty during the course of said negotiations without loss of pay, for said collective bargaining meetings, and no such person on duty shall be excused from work assigned.

- D. The Township agrees to grant necessary time off without loss of pay for a maximum of two (2) union representatives to attend the annual FMBA State and Education conventions. The Employer also agrees to grant one union state representative, President, or Delegate to attend 9 FMBA monthly meetings without loss of pay. the designated individual will be designated on January 1 and July 1 in each respective year of this agreement. There will be no change of designee once selected unless there is a change in leadership in FMBA Local 393. Local 393 agrees to notify the Township within 14 days of changes.
- E. Whenever an Emergency Medical Technician of an organized Emergency Medical Services Department in the County of Mercer, State of New Jersey (organized meaning an employee of a government entity in the State or Mercer County) is killed in the line of duty, one (1) off duty EMT member shall be provided with a Supervisor's EMS vehicle as determined by the Director and be permitted to utilize same to attend the funeral of the deceased EMS employee. The use of the vehicle shall not be unreasonably withheld; however, denial of use due to shortage of vehicles to respond to emergencies shall not be viewed as unreasonable.

ARTICLE II

SECTION 2.01

MANAGEMENT RIGHTS: It is recognized that the management of the Employer, the control of its properties and the maintenance of order and efficiency, is solely the responsibility of the Employer. Accordingly, the Employer retains, without limitation, inter alia, the rights to select and direct the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer staff within the department, to determine the amount of overtime worked, to relieve employees from duty because of lack of work, decide the number and locations of its facilities, stations, etc., effect shift transfers, determine the work to be performed within the Union, maintenance and repair needs, amount of supervision necessary, machinery and tool equipment required, methods and schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, purchase services of others by contract or

otherwise, and any other rights offered by statute, rule or judicial decision, except as they may be otherwise specifically limited in this Agreement. No employee will be disciplined for the Employer's failure to provide any necessary machinery, tools and/or equipment.

ARTICLE III

SECTION 3.01

TOWNSHIP SENIORITY: Township Seniority is defined as an employee's continuous length of service with the Township, beginning with his or her latest date of hire.

SECTION 3.02

DEPARTMENT SENIORITY: Department Seniority is defined as an employee's continuous length of service in a Department of the Township beginning with the employee's latest date of hire.

The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

The Employer shall promptly advise the appropriate Union Representative of any change, which necessitates amendments to the seniority list.

SECTION 3.03

LOSS OF SENIORITY: Continuous service for seniority purposes shall be broken for any of the following reasons:

- A. Discharge for just cause.
- B. Voluntarily quitting employment.
- C. Failure to report as required following the expiration of an approved leave of absence,

unless the employee has a justifiable reason for his or her inability to report.

- D. Absence from work without report for five (5) consecutive working days unless reasonable and satisfactory excuse for not having notified the Employer is presented.
- E. Township employees who are laid off will be subject to Civil Service Regulations regarding continuous service for seniority.

SECTION 3.04

PROBATIONARY EMPLOYEES:

- A. Newly hired employees shall be considered probationary employees for the first twelve (12) month period. Such employees may, during the probationary period, be terminated at any time without any recourse whatsoever, as it is provided by Civil Service laws and statutes. Upon completion of the probationary period, an employee's seniority shall be his or her date of commencement of employment, including the probationary period, for purposes of benefits.
- B. Newly hired employees shall accompany a "Field Training Officer" (FTO) for the first six (6) months of employment. Each FTO will be assigned a probationary employee on a seniority based rotating schedule.
- C. FTOs will receive a two thousand-dollar (\$2,000.00) stipend to be paid out over the six (6) months they are paired with a probationary employee every second pay period of the month. This stipend will only be paid while an FTO is paired with a probationary employee.
- D. FTOs must be employed as an EMT by Ewing Township for five (5) years.
- E. The FTO position is voluntary, however, if no EMTs volunteer, an EMT with the required qualification, will be assigned.
- F. When an FTO is training a probationary employee, the FTO will move to the probationary employee's shift. When the probationary employee concludes their six (6)

month training period, the FTO will revert back his/her former shift.

- G. FTOs will be approved by the Director of EMS or his/her designee.

SECTION 3.05

LAYOFF:

- A. When it is necessary to layoff employees of the unit, the Union shall be notified at once and the New Jersey Civil Service Commission rules shall apply setting forth layoff and recall procedures.
- B. Total Township seniority shall be the determining factor in identifying those to be affected from a layoff or demotion of a permanent employee within the Union and layoffs or demotions shall be implemented inverse order of hiring (those being hired last being laid off or demoted first) provided the employee has the necessary qualifications, skills, and abilities for the work available. Employees on layoff shall be recalled in inverse order of layoff, provided the employee has the necessary qualifications, skills, and abilities for the duties of the vacant position unless such employees on recall refuse to accept such employment.

ARTICLE IV

SECTION 4.01

SICK LEAVE:

- A. Sick leave for permanent employees shall accumulate on the basis of one (1) day per month from the date of hire until the expiration of one (1) full year of employment of said employee, and thereafter fifteen (15) days per year pro-rated from the employee's anniversary date through the end of that calendar year.

- B. All Sick leave credits will be converted from (8) to (12) hours accounting for the 12 hour shifts.
- C. Sick days are credited to all permanent employees in advance January 1st of each year after completion of the first full year of employment. However, it must be understood that these days are credited anticipating the employee will work the full twelve (12) months during the year. If not, then the sick days shall be pro-rated from the employee's anniversary date that year through the end of the calendar year.
- D. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
- E. All requests for sick time off must be called into the Department Office no fewer than two hours prior to the start of the regular workday. Failure to call in or give appropriate notification may result in disciplinary action. Continued neglect of this requirement will result in suspension and/or removal.
- F. The Department Head or his/her designee may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable at the discretion of the Department Head. Such proof of illness, if so required, shall consist of documentation by a certified physician containing the physician's signature. Abuse of sick leave shall be cause for disciplinary action up to and including removal.
- G. Sick time shall not be used in conjunction with vacation or personal days.
- H. Sick leave credits shall continue to accrue while the employee is on an approved leave with pay. Credits shall not accrue while an employee is on any leave without pay, except military leave.
- I. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, not work connected. It is not to be used for personal business, and if same is improperly used,

the employee will be subject to disciplinary action.

- J. Permanent employees will be permitted to use his/her sick leave for emergencies incurred by members of their immediate family in accordance with the New Jersey Civil Service definition of immediate family and in accordance to the State and Federal regulations under the Family Medical Leave Act, (FMLA).
- K. Employees leaving work for reasons of sickness, illness or injury, not work related, who have worked less than four (4) hours shall be charged for a full sick day; if they have worked four (4) hours or more, than they shall be charged for one-half sick day; if they leave work with one hour or less remaining on their shift, they shall not be charged for any sick time.

SECTION 4.02

BEREAVEMENT LEAVE:

The following bereavement-leave policy shall apply.

- A. For purposes of this section, family members include mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, grandchild, son-in-law, daughter-in-law, stepfather, stepmother, step-child, step-sister, step-brother, half-sister, half-brother and/or relatives or significant others who were living in the household of the employee at the time of death.
- B. In the event of the death of an employee's family member, time off with pay in the amount of four (4) consecutive shifts to be used for time off to be designated by the employee. In the event of the death of the following other relatives, an employee will be granted time off with pay for the day of the funeral: brother-in-law, sister-in-law, aunt, uncle, grandparent or biological parent of the employee's child.
- C. In the event long-distance traveling in excess of 150 miles one-way is involved, the policies set forth in this section may be modified at the discretion of the

Administrator.

- D. The employee must provide reasonable proof of death to their Department Head for forwarding to the Personnel Office, prior to payment for days taken as bereavement leave. Additionally, an employee must verify in writing the exact relationship between the employee and the deceased.

SECTION 4.03

OCCUPATIONAL INJURY:

- A. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury, will be reimbursed to the date of injury, when substantiated by the Township Physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Worker's Compensation paid under the New Jersey Worker's Compensation Act, for temporary disability. Such leave shall be limited to a maximum of One Hundred Thirty-Five (135) working days from the date of injury effective January 1, 2018 to December 31, 2023.
- B. In the event that an injured employee receives temporary disability under Worker's Compensation during the course of the aforementioned One Hundred Thirty-Five (135) working days, he/she is to endorse said payable to the Township of Ewing solely and is to tender said draft to the Finance Officer of the Township of Ewing, he/she shall not then receive full pay but only the difference between the compensation pay and his/her full pay during the One Hundred Thirty-Five (135) working days effective January 1, 2018 to December 31, 2023.
- C. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

- D. All employees who incur a job related injury must immediately report said injury to his/her supervisor. A Report of Injury form must be completed by the employee and his/her supervisor will prepare the Supervisor's Report of injury form within 48 hours after the injury occurs. Forms must be submitted to the Department Head or his/her designee for review and signature. The Department Head will then as soon as possible submit the report to the Administration Office for disposition to the Worker's Compensation Administrator. In order to have all claims properly reviewed and acted on they must be submitted in a timely fashion; delay may cause the claim to be rejected.
- E. Upon determining the seriousness of the initial injury, the employee either will be taken to the Township Physician's Office or may immediately have to be transported to the local hospital for treatment. The Department Head or his/her designee will immediately notify the Township Physician and further treatment of the injury will be prescribed by him/her. The Township Physician will be required to provide information on the employee's status after preliminary examination and treatment of the employee's injury.
- F. The Department Head must record sick time off until the claim has been authorized as work related by the Township Insurance Carrier. Through submission of the accident report, appropriate notification will be provided to the Township's Worker's Compensation Administrator further review and investigation of the injury. If the injury is determined to be work related, accident time off will then be applied to the employee's personal record. The Township will use its best efforts to secure prompt determination as to compensability.
- G. Recommendations for specific medical care and/or extended treatment will be prescribed by the Township Physician with notification to the Worker's Compensation Administrator's Service. Other pertinent information, regarding the injury and prescribed technical treatment, will also be submitted to the Worker's Compensation Administrator for his/her review and file.
- H. The Doctor's office will prescribe care for the injury and progress of same will be

submitted to the Administrator's Office in a timely fashion. The Department Heads, from time to time, may request information from the Township Physician such as length of time off for injury and/or question, which may pertain specifically to the type of injury.

I. An employee injured on duty and restricted to light duty will work in the Township as needed and subject to the limitation placed on the employee by the treating physician.

J. OFF THE JOB INJURY: Refer to Article IV, Sick Leave

SECTION 4.04

FAMILY LEAVE

The Township will extend all benefits as required by the following statutes, as applicable in the relevant circumstances, and is outlined and set forth in the Township Policy and Procedures Manual, and pertinent updates:

1.4 Pregnant Workers' Fairness Policy

3.11 Family and Medical Leave Act Policy (which incorporates the Federal FMLA and NJ FLA)

3.12 New Jersey Family Leave Insurance Program/Family Temporary Disability.

SECTION 4.05

MILITARY LEAVE: Leave for military purpose shall be granted to the Employee in accordance with the State of New Jersey Department of Personnel rules and regulations and/or in accordance to the New Jersey State Statutes and pursuant to the Uniform Services Employment and Reemployment Rights Act.

SECTION 4.06

WITNESS LEAVE:

When an employee who is subpoenaed to appear as witness in a Court of Law, the employee shall be paid his/her regular pay during such appearance under the following circumstances:

- A. The employee is subpoenaed to testify as a witness at trial for the Employer.
- B. The employee is subpoenaed to testify as a witness to an event which he/she observes during and arising out of the course of his/her employment.
- C. Reasonable travel time to and from the court shall be included in determining the payment due to the employee.
- D. If a member of this Agreement is party to litigation in matters related to his/her capacity as an employee of the Township of Ewing, he/she shall be granted time off with pay if the appearance is during his/her regular work shift. The employee shall immediately notify the Township of the requirements for this leave and subsequently furnish proof of appearance for which the leave was required.

SECTION 4.07

JURY DUTY:

- 1. If an employee is ordered to jury duty, the employee will be granted time off as the court requires. Absence from work will not be counted against regular vacation leave, sick leave, or personal days.
- 2. All requests for jury duty leave must be filed with the employee's appropriate Department Head prior to the start of jury duty. The employee must provide a copy of the court notice to their Department Head for forwarding to the Personnel Office.

3. The employee will be paid only for the time required to be on-call at the courthouse and/or the time serving on a jury, and travel time of two (2) hours when returning to work. Payment will be made only to the extent that jury service prevents the employee from reporting to work. If there are times the employee is not scheduled to be on-call or at the courthouse or to serve on a jury, the employee must report to work. If the employee is released from jury duty on or before 10:30am. He/she is to return to work immediately following his/her lunch period. Documentation is required to demonstrate the time the employee is released from jury duty.

SECTION 4.08

NON-PAID LEAVE OF ABSENCE:

- A. The Township may grant a leave of absence, without pay, to an employee to accept full-time Union employment for a period of one (1) year provided it causes no extra overtime to the Township. The employee may request an additional six (6) month extension subject to the approval of the Mayor. Sixty (60) days' notice shall be given to the Township by any employee requesting such a leave.
- B. Leave of absence without pay shall be at the discretion of the Township.
- C. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority or other employee rights, privileges or benefits provided, however, that sick leave and vacation leave shall not accrue except for those on military leave or under the Family Medical Leave Act or leaves approved by the Business Administrator or designee.

SECTION 4.09

PERSONAL DAYS: Employees covered by the provisions of this Agreement shall be entitled to three (3) shifts per year leave of absence with pay for personal business. Leave shall not be taken unless 24 hours' notice has been given to the employee's supervisor. If less than 24 hours' notice is given, leave may be taken only upon authorization by employee's supervisor. The Township reserves the right to deny request for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal Days shall not be taken in conjunction with sick leave.

In the year in which an employee is hired by the Township or terminates his or her employment personal days shall be pro-rated from the employee's date of hire to the end of the calendar year or from the beginning of the calendar year to the employee's date of termination.

SECTION 4.10

VACATIONS

- A. All permanent employees, shall be entitled to vacation leave based upon their years of continuous service. Periods of time on leave of absence without pay, except for military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. A vacation day shall be considered to equal the employee's regular hour of work (12 hours). Vacation with pay shall be granted to employees as follows:

From date of hire to completion of 1 year continuous service	1 day per month
After completion of one year of continuous service	14 working days
After completion of 5 years of continuous service	17 working days
After completion of 11 years of continuous service	22 working days
After completion of 17 years of continuous service	23 working days
After completion of 19 years of continuous service	24 working days

- B. Notwithstanding the above schedules, in the year in which an employee receives an additional number of vacation days, those additional days shall be prorated from the employee's anniversary date that year through the end of the calendar year.
- C. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the

employee's vacation period.

- D. All vacation credited will be 12 hours per day.
- E. From the date of execution of this agreement, an employee may sell back no more than 40 hours in each calendar year of this agreement.
- F. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return, and for the year proceeding, providing the latter can be taken during the year of return.
- G. An employee who is retiring or who has otherwise separated employment, (other than disciplinary) shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.
- H. Whenever a permanent employee dies and having any earned annual vacation leave, then that leave shall be calculated and paid to his/her estate a sum of money equal to the compensation figured on his/her salary rate at the time of death.
- I. Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay, except when on military leave.
- J. Employees called back to work while on vacation shall receive double time for that time.
- K. A permanent employee is permitted to carry over a total of ten (10) days, or one-half whichever is less, of his/her unused vacation into the following year solely, subject to approval from the Department Head, said approval shall not be unreasonably withheld. It is understood between the parties that an employee's unused vacation cannot be carried over for more than one year.

- L. Employees are required to submit requests for vacation leave no later than April 15th of each calendar year. Requests after April 15th of each calendar year are at the discretion of the Employer and will not be based on seniority.
- M. Not more than one person per truck will be allowed to take vacation leave during their assigned shift.

SECTION 4.11

HOLIDAYS

There will be eleven (11) paid holidays during the term of this Agreement. The unit will be paid for eleven (11) holidays, with the value of those holidays being paid as straight time which shall be incorporated into the employee's base salary to be paid in equal payments, paid bi-weekly.

A. The following days will be recognized as holidays under this Agreement:

- | | |
|----------------------------------|----------------------------|
| 1. New Year's Day | 6. Independence Day |
| 2. Martin Luther King's Birthday | 7. Labor Day |
| 3. Washington's Birthday | 8. Veteran's Day |
| 4. Good Friday | 9. Thanksgiving Day |
| 5. Memorial Day | 10. Day after Thanksgiving |
| | 11. Christmas Day |

- B. For all employees the total amount of hours paid will be 132 hours. The value of each holiday shall be twelve (12).

SECTION 5.01

GRIEVANCE PROCEDURE:

- A. Any grievance or dispute, which may arise between the parties, including the application, meaning, or interpretation of the Agreement, shall be settled in the following manner:

STEP 1: The President, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's Director within five (5) working days of the date of the occurrence of the grievance. The Director shall attempt to adjust the matter and shall respond to the Union within three (3) working days. However, in the event that the employee has a grievance against his/her Director, Step 1 may be waived and the employee may proceed immediately to Step 2. If the grievance or dispute is not taken up in accordance with this provision within five (5) days of its occurrence or within five (5) working days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned.

STEP 2: If the grievance has not been settled, it shall be presented in writing to the Personnel Director within five (5) days after the Director's response is due. The Personnel Director shall respond to the Union in writing within five (5) working days. If the grievance is not presented in writing in accordance with this stipulation within five (5) days, it shall be deemed abandoned. The employee may be represented by the Union President or his/her designee. Time lost from work to process grievance, and such discussions or meetings by the grievant and Local Union President or his/her designee will result in no loss of pay.

STEP 3: If the grievance still remains unsettled, it shall be presented to the Business Administrator in writing within seven (7) days after the response of the Personnel Director is due. The Business Administrator shall respond in writing within fifteen (15) working days. If the grievance is not presented in writing, in accordance with this provision within five (5) days, it shall be deemed abandoned.

STEP 4: If the grievance still remains unsettled it shall be presented to the

Mayor, in writing, within five (5) days after the response of the Business Administrator is due. The Mayor shall respond within thirty (30) days. If the grievance is not presented, in writing, in accordance with the provision, within five (5) days, it shall be deemed abandoned.

STEP 5: If the grievance still remains unsettled, the Union may, within ten (10) days after the reply of the Mayor is due, by written notice to the Mayor, request advisory non-binding arbitration. In the event advisory, non-binding arbitration is not requested within ten (10) days, the grievance shall be deemed abandoned, and the matter may not then thereafter be arbitrated.

The advisory, non-binding arbitration proceedings shall be conducted by an impartial arbitrator to be selected by the employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service of the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name, the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator. The decision of the impartial arbitrator shall be non-binding and advisory to both parties. The impartial arbitrator shall be requested to issue his/her decision within thirty (30) days after conclusion of testimony and argument and upon his/her closing of the matter.

The expense for the arbitrator's services shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings it may cause the same to be made, providing it pays for the record and makes a copy available, without charge, to the other party and to the arbitrator.

The only grievances or disputes which may be submitted for advisory, non-binding arbitration shall be those arising out of the meaning, application and interpretation of the provisions of this Agreement. Nothing in the foregoing shall be construed to empower the impartial arbitrator to make any award amending, changing, subtracting from or adding to the provisions of this Agreement

It is understood and agreed that the subject of general wages shall not be subject to advisory, non-binding arbitration.

It is intended by this provision to give an employee the option to appeal his/her case under the Civil Service Commission Rules and Regulations or pursuant to advisory, non-binding arbitration, but not both. It is not intended to change, modify, or alter in any fashion the Civil Service Commission rules and regulations, but in effect only to give additional alternative remedy to an employee. A grievant may elect to proceed under either advisory, non-binding arbitration or through the Civil Service Commission, but not both.

- B. The only authorized individual that may submit a grievance on behalf of the union or the individual member of the union will be the duly elected President of Local 393.

SECTION 5.02

DISCIPLINARY PROCEDURE

Disciplinary procedure is as outlined in the Township' Policy and Procedures Manual adopted December 8, 2014 and incorporated herein.

ARTICLE VI

SECTION 6.01

WORK WEEK/PAYPERIOD:

- A. A work week shall consist of either 36 or 48 hours. Work weeks will begin at 12:01am on Saturday and End at 11:59pm on the following Friday.
- B. A pay period shall consist of 84 total hours in which the employee will consistently work a fourteen (14 day) work cycle of seven (7) twelve (12) hour shifts.
- C. A pay period shall total 84 hours.

SECTION 6.02

WORK SHIFTS:

- A. Shift assignments will be awarded on a seniority basis. (Most to least seniority).
- B. Except for emergency situations, works shifts will not be changed.
- C. If an emergent situation arises, personnel transfers will be based on seniority with the least senior member in the unit being moved.
- D. Emergent situation will be defined by the Public Safety Director or his/her designee.
- E. On December 1st of each year, Career EMTs will bid for shift assignments (days/nights/rotation) and awarded the chosen assignment based on seniority (most to least) on December 15th of each year. New assignments will begin January 1st of the following year.

SECTION 6.03

WORK SCHEDULE: Work schedules showing the employee's shifts, workdays and house of work shall be posted or provided to the employees. The work schedule will reflect a 36 hour week and a 48 hour week that equals 84 hours in which the employee works a fourteen (14) day cycle of seven (7) twelve (12) hour shifts. This schedule is a Pitman Schedule.

ARTICLE VII

SECTION 7.01

SALARIES AND COMPENSATION: The Township and the union agree the yearly annual salary for each employee includes the following:

- A. Salary for all hours worked in the negotiated schedule are currently 2184 hours.

- B. Salary includes compensation for working 48 hours in a work week. This salary equates to 8 hours at half time in the 48 hour work week. (This will satisfy all FLSA requirements between the Township and the employees of Local 393 for payment of monies owed for working over 40 hours in a work week.).
- C. Base salary and holiday pay will be combined for the purpose of calculating annual salaries and the proper dollar amount for overtime calculation.

SECTION 7.02

AWARD OF OVERTIME SHIFTS:

- A. The award of overtime shifts shall be as follows: Overtime shifts will be classified in two categories:
- Long Term Vacancy – Any shift becoming vacant 48 hours or more from the day of the opening.
 - Short Term Vacancy – Any shift becoming vacant 48 hours or less from the day of the opening.

Long Term Vacancy

Long term vacancies that open will be given out to full-time EMTs (career staff) and rotate based on seniority (most to least). In each instance of an open shift, the list will start after that last full-time EMT that picked up the previous open shift. Once all shifts have been offered to the career staff, any remaining shifts may be offered to per-diem employees.

Career staff will submit vacation requests no later than the 15th of the month. Utilizing ePro Schedule or a similar technology, a blast email including text and emails will be sent out to career staff only, containing all available shifts, no later than 4pm on the 16th of the month. Career staff will have 24 hours to respond and select shifts. In each instance, the list will start after the last person that picked up the previous open shift.

For other long term vacancies available to career staff: Utilizing ePro Scheduler or a similar technology, a blast message including text and email will be sent out to all career staff only, alerting that a shift has become vacant. Any career staff member interested will pick up the shift in ePro. In each, instance, the list will start after the last person that picked up the previous opportunity.

For vacancies available to per-diem employees: Utilizing ePro Scheduler or a similar technology, a blast message including text and email will be sent out to all per-diem employees, alerting that a shift has become vacant. Any per-diem employee interested will pick up the shift in ePro.

If the shift is not filled within 48 hours of the opening or no Career Staff indicates interest in the shift, the shift will convert to the terms and conditions of a Short-Term Vacancy.

Short Term Vacancy

Short term vacancies will be filled in the following manner: Utilizing ePro Scheduler, or a similar technology, a blast message including text and email will be sent out to Career Staff who will have 24 hours to respond. If no career staff respond within 24 hours before the vacant shift, a message will be sent to all staff, career and per diem.

- A. The Union will be supplied with a list of all career overtime and per-diem assignments that were given out in the previous month no later than the 3rd of each succeeding month.

SECTION 7.03

OVERTIME PAY:

- A. All hours worked outside of a member's regularly scheduled shift will be paid at time and one half. An exception exists when members are called in from vacation or an emergency is declared, in such cases they will be paid at double time.
- B. Any time an employee works overtime he/she shall have the right to select overtime compensation as paid overtime or as Compensatory Time Off (CTO) at the time and one-half rate. If compensatory time off is selected, then said comp time shall accumulate in a CTO bank. All CTO bank time use shall be available to the employee, subject only to prior

Division Head approval. Up to 240 hours may be accumulated in a calendar year (January 1 to December 31).

- C. Members of this Association are considered "Essential Personnel" and are required to stay and keep their emergency vehicle in service until relieved. As Essential Personnel, the Mayor has the authority in all situations, including an emergency as set forth in 9.05, to mandate Essential Personnel remain at work after their shift or require them to return to work during a period other than his/her regular shift. The employees are required to remain or return to work will be paid overtime, and will be given the opportunity to go home when the assignment he/she was called in for is completed or the employee is relieved. When the above mandated overtime overlaps with the employee's regular shift, upon commencement of the regular shift, the employee from that time on will not receive overtime, but his or her straight time pay. It is understood by the Township that a lack of manpower is not an emergent situation when it is caused by the Township's failure to fill vacant positions that occur upon an employee's retirement or separation from employment.
- D. If an employee is out sick and works overtime in the same work period, they must provide a note from a physician for the sick time to be counted as hours worked and receive time and a half for the overtime. Failure to provide a note will result in the overtime being paid at the standard rate.

SECTION 7.04

PAY SCALES OR RATES OF PAY: If the supervisor is not available to work any particular day and an employee is upgraded to perform the duties of the supervisor, then that employee shall be entitled to receive supervisory pay for all time worked in the supervisory position. To achieve an upgrade, the employee must meet all qualifications of the higher category to receive the higher pay as outlined by the Civil Service Job Specifications.

- A. For the term of this contract all starting salaries for new hires will be the Training Step of the negotiated step program. (See Appendix A)
- B. All new hires will receive the negotiated yearly salary increase on the 1st of January

following their date of achieving the fourth (4th) step in the salary guide and will continue to receive the negotiated salary increase every January 1st for the length of this agreement.

- C. On January 1st of each year for the term of the agreement, each career member employed by the Township will receive the following increases over the prior year's annual salary.

2018	1%
2019	2%
2020	2.5%
2021	2.5%
2022	2.5%
2023	2.5%

- D. Current employee salary is Appendix A

SECTION 7.05

MEAL ALLOWANCE: In the event that an employee covered by this Agreement works more than fourteen (14) continuous hours in a twenty-four (24) hour workday, then he/she will be permitted a meal allowance up to the sum of ten dollars (\$10.00) upon presentation of a receipted bill and voucher.

SECTION 7.06

UNIFORM ALLOWANCE:

- A. Any new employee shall receive from the Township a complete initial uniform, including badges.
- B. Beginning January 1, 2020, uniform allowances shall be paid biannually in payments of \$625.00 each, no later than January 31st and July 31st of each contract year for a total uniform allowance of \$1,250.00 per year.
- C. Uniform allowance must be pro-rated within the first anniversary year of employment and upon retirement and/or upon any permanent separation from the Township.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 8.01

INVALIDITY: If any provision of this Agreement is subsequently declared by the legislative or Judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effective during the duration of the agreement. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

SECTION 8.02

RULES AND REGULATIONS: The rules and regulations adopted previously and revised as of December 8, 2014, are incorporated herein by reference. Proposed modifications, changes, or new rules and regulations will be discussed by the members of the bargaining unit and the respective decision prior to formal adoption. Members of the respective units may make recommendations with regard to the aforementioned proposed modifications, changes or new rules and regulations to the respective division, although management reserves the right to modify or change rules and regulations at its discretion. Any modification, changes or new rules or regulations shall be reasonable and shall not conflict with any provision of this agreement. In the event of a conflict, the Agreement shall prevail.

SECTION 8.03

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

SECTION 8.04

LATENESS AND ABSENCE: Employees have the responsibility to notify their supervisor no less than two hours prior to the beginning of their assigned shift if they are to be tardy or absent. If the employee does not call in, he/she will not be paid for the period unless circumstances beyond his/her control preclude them from calling. Excessive lateness and unjustified absence shall be cause for suspension or termination.

SECTION 8.05

EMERGENCIES: In an emergency, every employee of the bargaining unit shall be considered essential personnel subject to call back overtime duty and it is each employee's responsibility to cooperate and accept such overtime work, when required. This overtime shall be paid at a minimum of two (2) hours. Emergency is hereby defined as the period when the health, safety and general welfare of the public is in jeopardy. The determination as to what conditions constitute an emergency in the Township will be at the sole discretion of the Mayor or his/her designee and will not be subject to the grievance procedure. Employees called back shall receive time and one-half of their daily rate, with double time on Sundays.

SECTION 8.06

EMERGENCY DAY OFF: In the event that a disaster or an emergency is declared by the Mayor of Ewing Township and the members of the Bargaining Unit work that day and were not released prior to the twelve (12) hours for the regular shift and the other employees of Ewing Township do not work that day because of the declared disaster or emergency, in that event the bargaining unit employees who are called in to work will be given a compensatory day.

ARTICLE IX

INSURANCE-MEDICAL AND HOSPITAL BENEFITS

SECTION 9.01

MEDICAL INSURANCE:

1. Effective January 1, 2013, employees employed sixty (60) days for health and benefit purposes and ninety (90) days for dental and optical coverage purposes and are full-time will pay a portion of the health insurance premiums in accordance with Public Law 2011, Chapter 78 and Public Law 22, Chapter 2.
2. The parties agree that the Township shall have the right to change insurance carriers or to self-insure so long as the new plan is equal to or better than the current plan.
3. The parties agree that the level of benefits and plans including prescription co-pays under the State Health Benefits Plan are subject to change by the State Health Benefits Commission and that the Township has no control over such changes and is not liable to any unit member if the Commission makes such changes during the length of this contract.

In the case of an employee that re-enrolls in the Township provided health plan, the Township will be entitled to a pro-rated return of the amount received by the employee as a result of an employee's waiver.

4. The Township will provide paid retiree medical, hospitalization, prescription drug benefits to eligible retirees at the same cost and the same level of benefit as provided to active employees subject to the following:

The eligible retiree must have twenty-five (25) or more years of service credit in the Public Employee Retirement System (PERS).

5. A minimum of the eligible retiree's last fifteen (15) years of employment prior to their retirement must have been with the Township. The eligible retiree must have been an employee of the Township immediately prior to their retirement. At such time as the eligible retiree becomes Medicare Part B eligible, the eligible retiree will be reimbursed for

the cost of the Medicare Part B coverage. In addition, it is expressly understood that the Township will also provide supplemental coverage to Medicare Part B. Effective July 1, 2014, the spouse of any member hired shall not be eligible for Medicare Part B benefits. For those employees hired prior to July 1, 2014, a spouse will not be eligible for Medicare Part B benefits until the Township retiree becomes eligible.

6. Upon the death of the covered retired employee, all coverage pursuant to this provision shall be terminated pursuant to the State of New Jersey.

SECTION 9.02

CO-PAY: For full-time employees, the Township will either provide prescription coverage through the State Health Benefits Plan (SHBP) Prescription Drug Program with the co-pay determined by the State of New Jersey or will provide equivalent coverage through a private carrier.

SECTION 9.03

OPTICAL AND DENTAL:

The Township shall pay 100% of the dental premium of the Dental Plans currently approved by the Township for either an employee plan, employee/spouse plan, employee/child plan, or family plan.

The vision reimbursement shall be up to a maximum amount of \$400.00 per family member per calendar year.

If a Township employee is married to another Township employee, they shall not each receive dental coverage and vision reimbursement

ARTICLE X

SECTION 10.01

ACCESS TO PERSONNEL FOLDER AND EVALUATIONS

An employee shall within five (5) working days of written request to the Personnel Division have an opportunity to review his/her personnel folder in the presence of an appropriate official of the Personnel Division to examine any criticism, commendation or any evaluation of work performance or conduct prepared by the Township during the term of this Agreement. He/she shall be allowed to respond in a reasonable length of time to anything therein and said response shall be placed in the employee's file.

VITAL INFORMATION: It is the responsibility of each employee to notify the Township, within thirty (30) days, of any change in vital information as listed below.

1. Name;
2. Address;
3. Telephone number;
4. Marital status;
5. Dependent children;
6. Deductions on W-4 forms;
7. Change in status for health programs;
8. Change in status of Deferred Compensation Plan;
9. Change in status of payroll deductions, if any.

ARTICLE XI

SECTION 11.01

MEMBERSHIP PACKETS: The Union may supply kits or packets which contain information for distribution to new employees, including the role of the union, a membership application and a copy of this Agreement as well as other material mutually agreed to by the Township and the Union. The Union agrees to distribute such membership kits or packets to new employees during the initial phase of employment.

ARTICLE XII

SECTION 12.01

IN-SERVICE TRAINING: All required education is provided by the Township at no cost to the employee. Any remaining classes are considered extra and are the responsibility of the employee.

- A. The Employer will compensate the employee, at the rate set forth in accordance with the IRS Standards, for the employee's use of his own motor vehicle in attending schooling and in-service training, when schooling and in-service training is required by the Employer.
- B. The employer will reimburse each employee for any required training and/or a certification relevant to the job description and duties of the employee.
- C. NJ Certified EMTs are required to have the following training to maintain their certificates. 24 CEUs in the Core Category and 24 CEUs in the Elective Category. If not compliant, they are subject to discipline, up to and including termination.
- D. The Union agrees to attempt to schedule in-service training on off days as much as possible. In-service training attendance will not result in loss of pay. No overtime shall be paid for in-service training.

ARTICLE XIII

SECTION 13.01

RETIREE BENEFITS: For employees hired after September 1, 2014, retirement benefits are subject to the Chapter 48 provisions as adopted by Ewing Township Council on August 12, 2014. Section 15.01 to 15.03 is incorporated herein by reference in its entirety.

RETIREMENT BENEFITS

This sick time compensation shall be paid in a lump sum within 60 days after the effective date of retirement, or the employee may take the option to take the payment in 2 (two) equal payments over 2 (two) calendar years up to the cap.

RETIREMENT – UNUSED SICK PAY: Permanent employees in the bargaining unit who enter regular retirement in accordance with PERS, and must his or her credit, any earned and unused sick leave, shall be entitled to receive sick time compensation for each earned and unused accumulated sick leave.

The sick time compensation to be paid shall be computed at the rate of the eligible employee's daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his or her employment prior to the effective date of his or her retirement, provided, however, that no such sick time compensation shall exceed fifteen thousand (\$15,000.00) dollars for any employee hired after September 1, 2014. Employees hired prior to September 1, 2014 may only receive a maximum of \$20,000.00 in sick time compensation. This sick time compensation shall be paid in a lump sum within sixty (60) days after the effective date of retirement, provided however that if the employee has failed to notify the Municipality in writing at least six (6) months prior to the employee's effective date of retirement of the employee's intent to retire, then the accumulated sick time by-back will be paid in the following calendar year.

If a permanent Employee of the unit shall die and have to his/her credit any earned and unused accumulated sick, then the deceased member's immediate family shall be entitled to receive

sick time payment for such earned and unused sick leave as defined above. Immediate family shall mean spouse, and if there is no spouse then living children in equal shares, and if no living children then parents of the decedent in equal shares and, if no living parent, then to living grandchildren of decedent in equal shares. Payment to be made shall be computed at the rate of the eligible employee's daily rate of pay for each day earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to death, provided that no such sick time compensation shall exceed Fifteen Thousand (\$15,000.00) Dollars for those employees hired after September 1, 2014 for a death during the period of this contract, to be paid to the beneficiary two (2) months after the death of the Employee. For those employees hired before September 1, 2014, said sick time compensation shall not exceed Twenty Thousand (\$20,000.00) Dollars.

SECTION 13.02

DISABILITY RETIREMENT: With regards to permanent disability retirement, the compensation to be paid shall not exceed Fifteen Thousand (\$15,000.00) Dollars for a retirement during the period of this agreement for those employees hired after September 1, 2014 and Twenty Thousand (\$20,000.00) Dollars for those employees hired prior to September 1, 2014.

Payment to a disability retiree shall not exceed a sick leave buy back payment due under regular retirement. The sick time compensation shall be paid in a lump sum within 60-days of retirement.

SECTION 13.03

RETIREE'S MEDICAL BENEFITS

1. The Township will provide paid retiree health, prescription drug benefits to eligible retirees and his/her dependents through the State Health Benefit Plan:
 - a. The eligible retiree must have twenty-five (25) or more years of service credit in the State Public Employee Retirement System of New Jersey (PERS).

- b. For employees hired after September, 2014, there will be no coverage for dependents for those retirees per Township Chapter 48 Resolution.
2. A minimum of the eligible retiree's last fifteen (15) years of employment prior to their retirement must have been with the Township. The eligible retiree must have been an employee of the Township immediately prior to their retirement. When the eligible retiree becomes Medicare Part B eligible, the eligible retiree will be reimbursed for the cost of the Medicare Part B coverage. Effective July 1, 2014, the spouse of any member hired shall not be eligible for Medicare Part B benefits. For those employees hired prior to July 1, 2014, a spouse will not be eligible for Medicare Part B benefits until the Township retiree becomes eligible.
3. Upon the death of the covered retired employee, all coverage pursuant to this provision shall be terminated pursuant to the State of New Jersey Health Benefit Plan.

ARTICLE XIV

SECTION 14.01

TERM OF CONTRACT: This Agreement shall be effective as of January 1, 2018 and shall remain in full force and effect until 11:59 p.m. of December 31, 2023. This agreement shall be deemed a continuing agreement (all terms and conditions including step increases), automatically renewing itself from year to year thereafter, until a successor agreement is reached. Either party shall have the right to request negotiations of a successor agreement sixty (60) days prior to the end of the contract period. The parties agree that they will enter into negotiations on such requested modifications within fifteen (15) days after the receipt by either party of such proposals.

ARTICLE XV

SECTION 15.01

SEPARABILITY AND SAVINGS: If any of this Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction including but not limited to the Civil Service Commission, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provision shall be in-operative but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

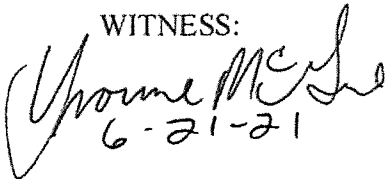
ARTICLE XVI

SECTION 16.01

FULLY BARGAINED: The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and incorporate the complete and final understanding, and settlement by the parties of all bargain able issues which were or could have been the subject of negotiations.

IN WITNESS WHEREOF, we have hereunder set out hands and seal the date and year first herein about written.

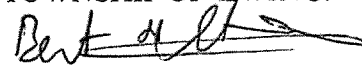
WITNESS:


6-21-21

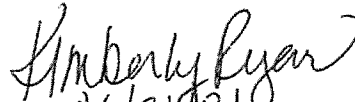
WITNESS:


6/21/21

TOWNSHIP OF EWING:


6-21-21

FOR THE UNION:


06/21/21

APPENDIX A

Employee	2021 salary	2022- 2.5%	11 Holidays @ 12 hours each	FLSA OT	Hourly Rate
BIACHE, CHRISTOPHER	\$66,824.53	\$68,495.14	\$4,139.82	\$3,261.67	\$31.36
CHEVEREZ, JESSICA	\$83,309.57	\$85,392.31	\$5,161.07	\$4,066.30	\$39.10
GRIFFIN, GRADY	\$83,309.57	\$85,392.31	\$5,161.07	\$4,066.30	\$39.10
LEARY, SEAN	\$85,641.22	\$87,782.25	\$5,305.52	\$4,180.11	\$40.19
LOPEZ, JAMES	\$83,309.57	\$85,392.31	\$5,161.07	\$4,066.30	\$39.10
ORTIZ, DAVID	\$66,824.53	\$68,495.14	\$4,139.82	\$3,261.67	\$31.36
PORTELLA, NICHOLAS	\$83,309.57	\$85,392.31	\$5,161.07	\$4,066.30	\$39.10
RYAN, KIMBERLY	\$83,309.57	\$85,392.31	\$5,161.07	\$4,066.30	\$39.10
SISTA, CHARLES	\$83,309.57	\$85,392.31	\$5,161.07	\$4,066.30	\$39.10
STACKHOUSE, STEPHEN	\$66,824.53	\$68,495.14	\$4,139.82	\$3,261.67	\$31.36

Employee	2022	2023- 2.5%	11 Holidays @ 12 hours each	FLSA OT	Hourly Rate
BIACHE, CHRISTOPHER	\$68,495.14	\$70,207.52	\$4,242.48	\$3,342.56	\$32.14
CHEVEREZ, JESSICA	\$85,392.31	\$87,527.12	\$5,290.56	\$4,168.32	\$40.08
GRIFFIN, GRADY	\$85,392.31	\$87,527.12	\$5,290.56	\$4,168.32	\$40.08
LEARY, SEAN	\$87,782.25	\$89,976.81	\$5,438.40	\$4,284.80	\$41.20
LOPEZ, JAMES	\$85,392.31	\$87,527.12	\$5,290.56	\$4,168.32	\$40.08
ORTIZ, DAVID	\$68,495.14	\$70,207.52	\$4,242.48	\$3,342.56	\$32.14
PORTELLA, NICHOLAS	\$85,392.31	\$87,527.12	\$5,290.56	\$4,168.32	\$40.08
RYAN, KIMBERLY	\$85,392.31	\$87,527.12	\$5,290.56	\$4,168.32	\$40.08
SISTA, CHARLES	\$85,392.31	\$87,527.12	\$5,290.56	\$4,168.32	\$40.08
STACKHOUSE, STEPHEN	\$68,495.14	\$70,207.52	\$4,242.48	\$3,342.56	\$32.14
<u>NEW HIRES STEP PROGRAM</u>	<u>TRAINING/ HIRE</u>	<u>STEP 1 6 MONTH PROBATIONARY STEP</u>	<u>STEP 2 1 YEAR ANNIVERSARY OF HIRE</u>	<u>STEP 3 YEAR ANNIVERSARY OF HIRE</u>	<u>STEP 4 3 YEAR ANNIVERSARY OF HIRE</u> CURRENT LOWEST SALARY IN THE GUIDE PER YEAR 2018- \$62,357.40 2019- \$63,604.55 2020- \$65,194.66 2021- \$66,824.53 2022- \$68,495.14 2023- \$70,207.52
	\$48,000.00	\$50,000.00	\$55,000.00	\$60,000.00	

**ANYONE HIRED JANUARY 1, 2018 THROUGH
DECEMBER 31, 2023 ARE SUBJECT TO THE STEP
PROGRAM.**

**FOLLOWING STEP 4 COMPLETION EMPLOYEES WILL
RECEIVE CONTRACTUAL INCREASES.**

APPENDIX B

TOWNSHIP ISSUED EQUIPMENT

1. Pager
2. Radio
3. Radio Strap
4. Radio Holder
5. Helmet
6. Jacket
7. 3M Half Mask Respirators
8. Ballistic Vest
9. 4 Uniform Shirts (2 Long/2 Short sleeved)
10. 2 Pair of EMS Pants
11. 1 Pair Boots
12. Safety Glasses
13. Gloves
14. Keys/Door Access Fobs