

COLLECTIVE NEGOTIATIONS

AGREEMENT Between

THE TOWNSHIP OF SOUTH BRUNSWICK

And

THE SOUTH BRUNSWICK FIREMEN'S

MUTUAL BENEVOLENT ASSOCIATION

LOCAL 90, INCORPORATED

January 1, 2015 through December 31, 2019

Daniel J. Zirrith, Esq

Law Offices of

Daniel J. Zirrith

241 Forsgate Drive -

Suite 109

Monroe Township, NJ 08831

(732) 521-5900

FMBA Attorneys

Apruzzese, McDermott,

Mastro & Murphy, P.C

P.O. Box 112

Liberty Corner, NJ 07938

(908) 580-1776

Township Attorneys

TABLE OF CONTENTS

	Page No.
Article 1 - Preamble	1
Article 2 - Recognition	2
Article 3 - Dues Checkoff	3
Article 4 - Management Rights	5
Article 5 - Salary	6
Article 6 - Longevity	9
Article 7 - Work Week	11
Article 8 -Compensatory Time, Overtime, Emergency Callouts	<u>13</u>
Article 9 - Job Bidding and Promotions	<u>15</u>
Article 10 - Medical Benefits	<u>16</u>
Article 11 - Personal Days	18
Article 12 - Holidays	19
Article 13 - Vacation	<u>21</u>
Article 14 - Bereavement Leave	<u>23</u>
Article 15 - Grievance Procedure	<u>25</u>
Article 16 - Discipline	<u>28</u>
Article 17 - Seniority	<u>29</u>
Article 18 - Layoff and Recall	<u>30</u>
Article 19 - Union Privileges	<u>32</u>
Article 20 - Bulletin Boards	<u>34</u>
Article 21 - Telecommunicators	<u>35</u>
Article 22 - Education	<u>37</u>
Article 23 - Rules and Regulations	<u>39</u>
Article 24 - Sick Leave Plan	<u>40</u>
Article 25 -Out of Title Pay	<u>45</u>

Table of Contents - Cont'd

	Page No.
Article 26 - Deputy Fire Marshals.....	<u>46</u>
Article 27- Discrimination and Coercion.....	<u>50</u>
Article 28 - Separability and Savings.....	<u>51</u>
Article 29 - Duration of Contract.....	<u>52</u>

ARTICLE 1

PREAMBLE

The purpose of this Agreement entered into as of the 1st day of January 2015 between the Township of South Brunswick, hereinafter referred to as the Township, and Firemen's Mutual Benevolent Association, Local 90, hereinafter referred to as the Union, is to promote and insure harmonious relations, cooperation, communication and understanding between the Township and the Union, for the purposes of collective negotiations with respect to compensation, hours of work and other conditions of employment as herein provided.

ARTICLE 2
RECOGNITION

- A. The Township recognizes the Union as the sole and exclusive collective negotiations agent for all permanent full- time Deputy Fire Marshals and Public Safety Telecommunicators. Temporary full-time, part-time, seasonal employees, all other employees, supervisors, confidential employees, managerial and police employees as defined by PERC are not covered by this agreement. The Township retains the right to hire part time employees consistent with applicable law and the terms of this contract.
- B. Public Safety Telecommunicators (Hereinafter PST's) are essential employees, meaning these employees are expected to come to work to perform their duties, even when the Township is shut down for normal business due to inclement weather or other unforeseen circumstance.

ARTICLE 3
DUES CHECKOFF

A. Upon completion of 30 calendar days of employment, the Township agrees to deduct from the salaries of its employees subject to this Agreement, dues for the Union. Such deduction shall be made in compliance with N.J.S.A. 52:14-15.9(e), as amended. Said monies, together with records of any corrections, shall be transmitted to the Union by the end of the next month on or before the fifteenth (15th) day of the following month in which deductions were made.

B. The Township shall notify the President of the Union of all newly hired employees eligible for membership in the Union.

C. If there shall be any change in the rate of membership Dues during the life of this Agreement, the Union shall furnish to the Township written notice, prior to the effective date of such change.

D. The Union will provide the necessary check off authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated Township officials, as provided in N.J.S.A. 52:14-15(e), as amended. The authorization to deduct full Union dues may be revoked by an employee at any time, and full dues shall terminate January 1, or July 1, whichever date occurring first after notice of termination.

E. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment with the Unit shall, as a

condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty five percent (85%) of the regular Union membership dues, fees and assessments.

F. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Township on reliance upon the salary deduction authorization cards submitted by the Union to the Township and/or that may arise by reason of action taken by the Township in the salary deduction of eighty five percent (85%) of Union dues for employees who are not members of the Union.

ARTICLE 4

MANAGEMENT RIGHTS

There are no provisions in the Agreement that shall be deemed to limit or curtail the Township in any way in the exercise of the rights, powers, and authority which the Township had prior to the effective date of this contract unless and only to the extent that provisions of the Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes that the Township's rights, power and authority include, but are not limited to: The right to manage its operation; direct, select, decrease and increase the work force including hiring, promotion, demotion, transfer, and layoff; the right to discipline and discharge for cause; the right to make all plans and decisions on all matters involving its operation; the extent to which any department thereof shall be operated; the conditions thereto; replacements, curtailments, or transfers thereof; removal of equipment; outside purchases of products or services; the scheduling of operations; means and processes of operations; materials to be used and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees; to prescribe reasonable rules to that effect; to establish and change standards of performance; determine qualifications of employees; regulate and ensure quantity and quality in performance; and to run the department efficiently.

ARTICLE 5

SALARY

- A. Schedule A shall be Telecommunicators salary guide for 2015 and 2016 and Schedule B shall be Deputy Fire Marshals guide for 2015 and 2016. Schedule C shall be the combined salary guide for all covered employees for 2017 through 2019 and Schedule D sets forth placement of all covered employees as of 8/1/2016 on Schedule C. There shall be across the board salary increases as follows:

Effective 1/1/2015-one and one-half percent (1 ½%) ATB;

Effective 1/1/2016-one and one-half percent (1 1/2%) ATB;

Effective 1/1/2017-two percent (2%) ATB;

Effective 1/1/2018-two percent (2%) ATB;

Effective 1/1/2019-two percent (2%) ATB;

- B. Beginning January 1, 2017 Telecommunicators shall be moved into the Deputy Fire Marshal Salary guide, thereby creating one guide which is set forth as Schedule C. Placement of all covered employees as of 8/1/2016 on the Schedule C salary guide is set forth on Schedule D.

- C. Stipend-Effective in calendar year 2016, and for each year of the contract thereafter, there shall be a One Thousand and xx/100 Dollars (\$1,000.00) stipend for the TAC Officer and

Assistant TAC Officer, paid as part of the employee's salary_

so long as he/she performs the duties.

D. Employees who have completed three (3) years at the top step of the salary range shall be placed at "senior step". "Senior step" shall be 4.5% above the top step of the salary range.

E. Each employee shall receive one (1) performance evaluation per year to be completed by December 15th. On January 1 of each calendar year each employee shall move horizontally on the step guide. Employees entitled to step movement shall also move vertically at that same time subject to a satisfactory performance evaluation. If an employee does not receive a satisfactory rating on his/her evaluation, the employee's vertical increment shall be frozen for a period of 60 calendar days during which time the employee will be re-evaluated. If the employee's re-evaluation is satisfactory, he/she shall receive the vertical increment retroactive to January 1. If the employee does not receive a satisfactory re-evaluation and/or is disciplined, such action shall be subject to the grievance and arbitration provisions of this contract. The re-evaluation during the 60 calendar days does not count as the one annual performance evaluation to be done by December 15th.

F. There is no terminal leave for employees covered by this agreement.

G. All new employees hired after the execution date of this

Agreement shall receive pay increases under the following procedure:

1. New employees hired during the period of January 1 through June 30 who successfully complete their probationary period will receive their vertical contractual increases on the next January 1. Thereafter, all such new employees will be on a January 1 increment date. These employees will automatically receive all horizontal contractual increases on the effective contract date regardless of their status as probationary employees.

2. New employees hired during the period of July 1 through

December 31 who successfully complete their probationary period will receive their vertical contractual increases on the next July 1. Thereafter, all such new employees will be on a January 1 increment date. These employees will automatically receive all horizontal contractual increases on the effective contract date regardless of their status as probationary employees.

H. Effective January 1, 2008 employees who have completed step 11 and are eligible for movement to Step 12 are entitled to move to Step 13 provided they have received a satisfactory performance evaluation; and when employees are eligible to move to Step 14 they shall be entitled to move to Step 15 provided they have received a satisfactory performance evaluation.

11-13

13-15

ARTICLE 6

LONGEVITY

A. All bargaining unit members hired before January 1, 1983 shall continue being covered by the longevity plan, commencing upon anniversary date, described in the Personnel Policies and Procedures Manual with the exception that no employee shall be entitled to receive more than Five Thousand Dollars (\$5,000) in any given year.

B. Employees hired after January 1, 1983, but prior to January 1, 1998 shall be subject to the following longevity plan:

Longevity Schedule

1. After completion of five (5)-years commencing upon anniversary date through ten (10) years - Six Hundred Fifty Dollars (\$650) per year.

2. After completion of ten (10) years through fifteen (15) years -One Thousand Dollars (\$1,000) per year.

3. After completion of fifteen (15) years through twenty (20) years -One Thousand Five Hundred Dollars (\$1,500) per year.

4. After completion of twenty (20) years through twenty-five (25) years -Two Thousand Dollars (\$2,000) per year.

5. After completion of twenty-five (25) years through thirty (30) years - Two Thousand Five Hundred Dollars (\$2,500) per year.

6. After completion of thirty (30) years - Three Thousand Five Hundred Dollars (\$3,500) per year.

C. All payments shall be pro-rated in paychecks.

D. Payments shall commence upon attaining the anniversary date of full-time hiring.

E. Employees hired after January 1, 1998 shall not be eligible for Longevity Plan benefits.

ARTICLE 7

WORK WEEK

A. Deputy Fire Marshals - The normal work week shall be thirty-five (35) hours per week, not including a one (1) hour unpaid meal break.

B. Public Safety Telecommunicators - Subject to exigent circumstances and staffing levels, the current work schedule for Public Safety Telecommunicators (PSTs) is four (4) days on followed by two (2) days off or the Power Shift of five (5) days on followed by two (2) days off Monday to Friday. The normal work day shall be eight (8) hours inclusive of a one (1) hour paid meal break and two fifteen (15) minute paid breaks.

The shifts are on a trial basis and as such are set forth as follows:

1. Shift 11:00p.m.-7:00a.m.
2. Shift 7:00a.m.-3:00p.m.
3. Shift 3:00p.m.-11:00p.m.
4. Shift 11:00a.m.-7:00p.m. (Power Shift, Monday to Friday)

The Township reserves the right to modify the shift times set forth above consistent with the efficient operation of the Telecommunications Center. A primary concern is to insure the exchange of information at the change of shift. In that regard employees may not leave their shift until the necessary exchange of information to the oncoming shift has occurred.

- C. Employees shall receive fifteen (15) days' notice of a change in work schedule, except in exigent circumstances.
- D. When it becomes known that a scheduled shift will be short, regardless of how distant that opening may be, and when special assignments or details become available those open shifts, assignments and special details will be posted and will be filled by use of the overtime list whereby full time Telecommunicators will be given right of first refusal. If the shift, assignment or detail is not filled in a timely manner, it will be offered to part time Telecommunicators and, if still not filled, it will be assigned by the Supervisor by inverse order of seniority. "Filled in a timely manner" means immediately in cases where notice of the vacancy is three days or less. In cases where there is more than three (3) days' notice of the opening "filled in a timely manner" means filled within two (2) days of posting.

ARTICLE 8

COMPENSATORY TIME, OVERTIME, EMERGENCY CALLOUTS

A. Deputy Fire Marshals who work on Saturday shall receive time and one-half pay for all hours worked and on Sunday or a holiday shall receive double time for all hours worked.

Telecommunicators who work the actual holiday, or who are called in from off duty, to work a Sunday shall also receive double time for all hours worked. Overtime pay as described above shall be in addition to regular pay, but shall not apply to Telecommunicators in the case of voluntary exchange of shifts for a Sunday, unless that Sunday is a holiday.

B. All time worked after eight (8) hours during the employee's workday shall be computed at the overtime rate of one and one-half times the employee's hourly rate except as listed above in Section A of this Article.

C. If an employee is called out to respond to an emergency situation, the employee shall be paid as follows:

- a) Minimum guarantee for emergency call out shall be two (2) hours at the overtime rate for the employee, and;

b) Minimum call out for required off hour special assignment, inspections and permit inspection shall be three (3) hours at the overtime rate for the employee.

c) Incidental phone call will not be considered emergency call outs.

The employer retains the right to keep the employee for the full call- out period. This paragraph is only applicable to situations where the call-back is not contiguous on front or back side with employee's workday.

D. An employee donating blood during work hours as part of the Township blood drive, shall be credited with 2 hours comp time to be scheduled with the approval of the Department Head.

E. Employees who are on-call shall be required to report to duty within 45 minutes from the call-in if they are assigned a Township vehicle and within 1 hour if they are not assigned a Township vehicle with no extra pay beyond the thirty (30) or forty-five (45) minutes, currently being paid.

F. When employees are required to attend meetings or training during their normally scheduled time off, they shall be given a minimum of three (3) hours at time and one-half. If the training or meeting ends before the three (3) hour minimum is completed, the supervisor may require the employees to perform their duties for the balance of the time.

ARTICLE 9

JOB BIDDING AND PROMOTIONS

A. All new and vacant positions which are to be filled must be posted within all departments for five consecutive days. Job qualifications shall be part of the job posting and shall clearly state the qualifications for the position.

B. All employees who have been in their current position for one year or more may bid on vacant positions, provided however, that the vacant position is in a classification higher than that of the position presently held by the employee, except that an employee may bid on a lateral transfer once every six (6) months. Seniority may or may not be a criteria for promotion. Any employee bidding on any union or administrative promotion or vacant position within the Township that meets all qualifications, shall be given preference to fill that position before hiring someone from the outside. Any employee not receiving the position shall be notified in writing.

C. Employees on layoff shall be eligible to bid on job openings.

D. Any employee promoted into a position with a higher job range shall receive a five percent (5%) increase in his/her annual base salary at the time of appointment. If five percent (5%) does not equal the minimum of the new salary range, he/she will receive the minimum of the new range.

ARTICLE 10

MEDICAL BENEFITS

A. The Township shall provide a prescription plan, hospitalization insurance coverage, and major medical insurance for employees and eligible dependents in accordance with the terms, conditions and definitions of the Horizon policies of insurance, at full cost to the Township except that employees shall contribute to the cost of medical insurance in accordance with the provisions of P.L. 2011 Ch. 78, (which provisions are incorporated by reference as if set forth herein at length) or at a rate of one and one-half (1.5%) percent of the base salary, whichever is greater. All contributions for health insurance shall be by automatic payroll deduction in equal installments with the Township's regular payroll cycle and shall be deducted on a pre-tax basis. The Township shall continue to provide the current Blue Cross/Blue Shield dental plan and an optical plan in accordance with present practice.

1. The Township shall continue to provide prescription coverage through Horizon as it may be amended with employees to be responsible for all co-payments.
2. The Township has the right to change insurance carriers or institute a self-insurance program, so long as the same or substantially similar benefits are provided and no costs are assessed against the South Brunswick Fireman's Mutual Benevolent Association, Local 90 other than as set forth above in reference to Chapter 78 and prescription co-pays. The Township agrees to give notice of such change. The Township will provide a comparative analysis of benefits prior to any contemplated change.

B. For employees retiring from South Brunswick Township, the Township shall provide Retiree Medical Benefits, including prescription, for the Retiree and eligible dependents, after 25 years of service in PERS with at least 15 consecutive years of service with the Township and/or ordinary and accidental disability retirement until the employee is eligible for Medicare and his/her spouse is eligible for

Medicare. Then supplemental medical benefits, including prescription will go into effect for the retiree and eligible dependents, at the Township's cost, except as may be otherwise required under applicable law.

Coverage shall make the retired employee's medical, hospitalization, and prescription substantially similar to the current medical and hospitalization coverage provided to current employees under the prevailing collective bargaining agreement. If the employee retires from South Brunswick Township with 30 years' service within the PERS with a minimum of 15 consecutive years' service with the Township, the employee and eligible dependents shall also receive dental insurance. If an employee dies "off the job" the employee's eligible dependents shall receive medical insurance coverage for a period of five (5) years or until the spouse becomes eligible for Medicare, remarries, obtains insurance from another source or obtains employment which provides medical insurance coverage. If the employee dies on the job, the employee's eligible dependents shall receive 10 years medical insurance or until the spouse becomes eligible for Medicare, remarries, obtains insurance from another source or obtains employment which provides medical insurance coverage.

- C. The Township agrees to continue for all negotiating unit employees the disability coverage purchased through the Life Insurance Company of North America, at whatever the current rate will be. The Township contribution shall be \$8.00 per month for this disability coverage.

ARTICLE 11

PERSONAL DAYS

Employees shall receive one (1) personal day during their first year of employment; two (2) days during their second year of employment and three (3) days the January following their 3rd anniversary.

By way of example, an employee hired July 1, 2015 shall have 1 Day for 7/1/15 to 6/30/16; 2 days for 7/1/16 to 6/30/17; 2 days for 7/1/17 to 6/30/18 and 3 days effective 1/1/19 and each calendar year thereafter.

A request for a personal day shall be submitted not less than two (2) hours in advance of the employee's shift. However, in case of an emergency, an employee may call into the Supervisor that he/she is taking a personal day.

ARTICLE 12

HOLIDAYS

A. The Township hereby designates the following holidays:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

President's Day

Thanksgiving Day

Memorial Day

Christmas Day

Labor Day

Columbus Day

Veteran's Day

Good Friday

Friday following

Thanksgiving

Independence Day

Election Day

B. For Deputy Fire Marshals, if a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

C. Should an official holiday occur while an employee is on sick or vacation leave the employee shall not have that holiday charged against sick or vacation leave.

ARTICLE 13

VACATION

A. Full-time permanent employees shall be granted a vacation leave, with pay, each year, in accordance with the following schedule.

1. Employees with five (5) or less years service shall earn one working day of vacation for each month of service.

2. Employees, upon completion of five (5) years of service, shall be entitled to annual working days of vacation leave as follows:

(a) From completion of five (5) years of service to completion of ten (10) years - seventeen (17) days.

(b) From completion of ten (10) years to completion of fifteen (15) years nineteen (19) days.

(c) From completion of fifteen (15) years to completion of twenty (20) years twenty-one (21) days.

(d) From completion of twenty (20) years to completion of twenty-five (25) years - twenty-three (23) days.

(e) From completion of twenty-five (25) years on - twenty-five (25) days.

B. Employees will be allowed to carry over up to ten (10) earned and accumulated vacation days into the next calendar year with written approval of the Township Manager or Designee.

C. In no event shall an employee be entitled to earn more than twenty-five (25) days of vacation leave per year.

D. The provisions of the Vacation Leave Policy, as provided in the PPPM, shall apply where applicable.

E. Vacation shall be pro-rated during first year and last year of service.

F. Employees will not be eligible to use vacation days during probationary period.

G. Employees on paid or unpaid leave for more than thirty (30) days shall have vacation pro-rated for time absent.

ARTICLE 14

BEREAVEMENT LEAVE

A. Each bargaining unit member may be granted time off, upon notification to the employee's department head, with pay, not to exceed five (5) working days for the death of a spouse or child or step child from day of death or day of funeral.

B. Each bargaining unit member may be granted time off, with pay, not to exceed four (4) working days in the event of a death in his/her immediate family from day of death or day of funeral. The term "immediate family" for the purpose of this policy shall mean the father or mother, brother or sister, current mother-in-law or current father-in-law, current brother-in-law or current sister-in-law, and grandparents and grandchildren of the employee. Each bargaining unit member may be granted one (1) day off with pay in the event of the death of an Aunt or Uncle.

C. Reasonable verification of the death may be required by the Township.

D. After the expiration of the bereavement leave the employee has the option of using accumulated vacation and personal days in order to extend his/her time off, due to extenuating circumstances resulting from the death of a spouse or child. If the employee has four or less days remaining he/she shall have the right to charge against next year's vacation and personal days entitlement, as selected by the employee upon application for same.

E. If an employee terminates his/her employment with the

Township, the Township may deduct from his/her last paycheck any advance leave days that the employee has taken but not earned. If any balance remains the Township may collect same utilizing all remedies available to it.

ARTICLE 15

GRIEVANCE PROCEDURE

A. A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violations (alleged or otherwise) of any provision of this Agreement or the application of any rules, regulations, ordinances and/or statute which actually affects working conditions.

STEP ONE: The Union representative, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within 5 work days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the Union Representative within 5 work days. If the grievance or dispute is not taken up in accordance with this provision within 5 work days of its occurrence or within 5 work days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned.

STEP TWO: Within 5 work days of the oral or written answer from the immediate supervisor, if the grievance is not resolved, the employee or Union representative shall file a written grievance with the Department Head or his designee, setting forth the facts of the dispute and the contract provision in question. The Department Head or his designee will arrange a meeting with the employee and Union representative not later than 5 work days to attempt to

resolve the grievance. The Department Head or his designee shall give a written answer to the employee and Union representative not later than 5 work days from the meeting.

STEP THREE: If the grievance still remains unsettled, it shall be presented to the Township Manager in writing within 7 work days from receipt of the Department Head's response from the Department Head. The Township Manager or his designee will meet with the Union representative and employee within 10 work days of receipt of the grievance. The Township Manager or his designee shall respond in writing within 5 work days to the employee and Union representative. If the grievance is not presented in writing, in accordance with this provision within 7 work days, it shall be deemed abandoned. Time lost from work to process grievances, and such discussion or meeting by the grievant and Union representative shall not result in the loss of pay (no overtime liability, however).

ARBITRATION: If the grievance is still unsettled, the Township or Union may, within 10 work days after receipt of the Step 3 reply, request binding arbitration. Such request shall be submitted to the Public Employment Relations Commission, with a copy served on the other party. In the absence of a timely request, the grievance shall be deemed abandoned.

The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement, and render his

award in writing which shall be final and binding. The arbitrator's decision cannot add to, subtract from, or modify this Agreement. The cost of the arbitrator's fee shall be shared equally by the parties. Time extensions may be mutually agreed to by the parties.

ARTICLE 16

DISCIPLINE

A. No employee may be disciplined except for just cause. Any grievance concerning discipline shall be initiated at Step Two of the Grievance Procedure and may be appealed through the arbitration procedure.

B. Discipline includes: oral and written warnings, suspension, demotion, termination, and other penalties imposed by the Township. The employee shall be notified, in writing, of the charges and specifications.

ARTICLE 17

SENIORITY

- A. Seniority is defined as an employee's total length of service from date of hire.
- B. Permanent employees shall, upon successful completion of their probationary period, be considered to have seniority back to their date of hire with the Township. Temporary full-time employees, upon being permanently hired by the Township, shall be considered to have seniority back to their original date of hire into temporary employment with the Township.
- C. Seniority shall accumulate until there is a break in service. A break in service occurs when an employee resigns, retires, or is terminated.
- D. If an employee is laid off, his/her seniority shall be retained until the employee is recalled or refused when recalled. Seniority shall continue to accrue during any period of absence due to sick or injury leave, maternity leave (up to one year), military leave, or paid leave of absence.
- E. Shift selection shall be by seniority, provided it does not conflict with PERC decisions.

ARTICLE 18

LAYOFF AND RECALL

A. In the event layoffs become necessary, such layoffs shall be based on the inverse order of seniority by the date they were hired by the Township.

B. If an employee's position is cut, laid off or the department they work for is no longer employed by the Township, and that employee has higher seniority than another employee they shall have the right to bump into another department with the same title and/or pay range as the affected employee provided the employee can meet the minimum qualifications of the job as determined by management subject to the grievance procedure. If the employee has to bump into a lower position they may not bump an employee with more seniority.

C. The Township shall notify the Union and employee at least 45 days in advance of a scheduled layoff.

D. When vacancies occur thereafter, each laid off employee shall be recalled upon a basis of seniority, and prior to the employment of any new person, provided, however, they accept recall in that classification where the vacancy exists, and further provided that those recalled have the demonstrated ability and qualifications to perform the available work, as determined by the Township. Any laid off employee who fails to report for duty within fifteen (15) days after the mailing to him of a written notice, postage prepaid, registered, to the last address known to the

Township, and return receipt requested shall lose his/her rights to be rehired hereunder.

E. For the purpose of this Article, employees laid off will be called back during a two (2) year period only.

Article 19

UNION PRIVILEGES

A. The Union shall be allowed to conduct normal business meetings on Township property, provided that space is available, and requests are made at least one (1) week in advance. Employees may attend such meetings only during off duty hours.

B. A negotiation committee, consisting of no more than three (3) members within the unit, shall be allowed to take time off from their assignment, with pay, if required to attend negotiation sessions with the Township negotiation committee during normal working hours.

C. The Union shall be entitled to ten (10) days leave per calendar year without loss of pay to attend to Union business (State meetings, etc.). The Union shall provide the names of the individuals serving as Delegate, Alternate Delegate, President and Vice President to the Department Head or designee. The Union President shall give the Department Head or designee at least 10 days advance notice for scheduling purposes when time off is needed to conduct Union business. Union business leave may be taken in increments of one (1) day or more. Designated representatives of the Union shall be entitled to attend all conventions of the State FMBA without loss of pay. A maximum of ten percent (10%) of the Union membership shall be allowed such leave; provided, however, that no less than two (2) and a no more than ten (10) representatives shall be released from

duty. Such leave without pay shall not exceed seven (7) days and the Township shall allow for reasonable travel time. Unused leave time may not be carried into the succeeding calendar year unless approved by the Department Head or designee.

ARTICLE 20

BULLETIN BOARDS

A. The Union shall be permitted to place one (1) bulletin Board in the Union office.

B. The size shall not exceed two (2) feet by three (3) feet, and shall be acceptable in appearance by the Township.

C. The bulletin board shall be used only for the following notices:

1. Recreational and social affairs of the Union
2. Union meetings
3. Union elections
4. Reports of Union committees
5. Rulings of policies of the International Union

D. Notice of announcements shall not contain anything political or controversial, or anything reflecting upon the Township, any of its employees, and no material, notices, or announcements which violate the provisions of this section shall be posted.

E. Any Union authorized violation of this Section shall entitle the Township to cancel immediately the provisions of this Section and direct removal of the bulletin board. In the event any non-Union authorized material is posted on bulletin board, it shall be promptly removed by the Union President, or his/her designee, upon notification by the Township. All material placed on the bulletin board must bear the signature of an officer of the Union.

ARTICLE 21
TELECOMMUNICATORS

A. CLOTHING

1. Each Telecommunicator shall receive an annual clothing allowance of \$650.00.

a) Whenever the Township hires a new Telecommunicator for full-time work, subject to a six (6) month probation period, said employee shall not be entitled to the normal clothing allowance given to other Telecommunicators. However, the Township shall provide a full set of uniforms, consisting of two (2) long sleeve and two (2) short sleeve shirts, two (2) pairs of slacks or skirts, and one (1) tie.

b) All new employees who fail to satisfactorily complete the six (6) month probationary period and are terminated, shall be required to return the uniforms. Payment of any final wages or salaries due shall not be made until said employee turns in the clothing.

c) If the beginning date of employment for a full-time Telecommunicator is prior to July 1st that employee shall not be entitled to any clothing allowance for the remainder of that year. However, subject to the provision of Paragraph A 1(a) and A 1(b) above, that employee will receive the full clothing allowance the following year; and

d) If the beginning date of full-time employment occurs after July 1st that employee shall not be entitled to any clothing allowance for the remainder of that year. However, subject to the provision of Paragraph A 1(a) and A 1(b) above, that employee will receive one-half of the full clothing allowance the following year and thereafter shall receive the full annual clothing allowance.

e) Payment of the clothing allowance shall be on or before March 1, of each year.

f) Payment under this Article shall be pro-rated if on extended unpaid leave.

g) No employee shall receive such monies until completion of probation.

B. SHIFT DIFFERENTIAL

Telecommunicators on duty on the 1 shift shall be entitled to a rate differential increase in pay of seventy-five cents (\$.75) to base pay for each hour actually worked and fifty cents (\$.50) to base pay for each hour actually worked on the 3 shift and for each hour actually worked on the power shift.

ARTICLE 22

EDUCATION

A. All educational courses that are job related or that may enable an employee to qualify for promotional advancement in his/her department or related departments and that are successfully completed by the bargaining unit employees, shall be paid for by the Township in an amount of Sixty Dollars (\$60) per credit hour. Prior approval from the employee's respective supervisor and the Township Manager, indicating that the courses are eligible for reimbursement, must be obtained. All training courses that are successfully completed by bargaining unit members, shall be paid for by the Township.

B. "Successfully completed" means that to gain reimbursement the employees must obtain a certification from the educational institution involved, indicating that if letter grades are given for the course, a grade of "C" or better must be obtained. If no letter grades are provided, then a certification must show that the employee has completed the course. Employees who leave the employ of the Township within one year of receipt of the monies for college or graduate credits shall remit all monies received except in cases of death or disability.

C. The cost of vocational training courses that are directly job related, will be fully reimbursed. Vocational training courses that are not job related are subject to reimbursement at the rate of fifty percent (50) of the cost of the course. All applications for vocational training courses must be submitted to the Department Head and the Township Manager for review and approval.

D. Employees who receive the Degree Incentive Program as of December 29, 1997 shall continue to do so on an annual basis. Employees hired prior to January 1, 1998, who subsequently earn a degree which qualifies for payment shall receive the payment once during their employment, not on an annual basis. Employees hired after January 1, 1998 shall not be entitled to Degree Incentive Program benefits.

DEGREE INCENTIVE

Associate Degree	\$350.00
Bachelors Degree	\$900.00
Masters Degree	\$1100.00

E. Payment for a degree newly acquired in the previous year will be pro-rated on the basis of the date of the degree to year end. An employee claiming this benefit must produce for his/her personnel record, a copy of the certification evidencing the holding of the degree. Payment for those eligible will be made not later than November 30th. Each employee shall give written notice to their department head by October 1st of the year prior to the year he/she anticipates receiving the degree.

F. Employees who leave the employ of the Township within one 1) year of receipt of the monies shall remit all monies received for college or graduate credits within that year period except in cases of death or disability.

G. Effective upon signing of this contract to receive payments under this Article such degrees must be obtained after employment with the Township. Probationary employees shall not be eligible for such payments.

ARTICLE 23

RULES AND REGULATIONS

The Township shall provide at least ten (10) calendar days written notice to the Union President of any new rules or modifications to existing rules prior to implementation except in emergency circumstances where as much notice as possible will be given. The Union may grieve new or modified work rules consistent with Article 15.

ARTICLE 24

SICK LEAVE PLAN

A. The Sick Leave Incentive Plan described in the Personnel Policy and Procedures Manual (PPPM) shall continue in effect during the life of this contract with the following revisions.

B. For employees hired prior to January 1, 1998: If an employee has accumulated fifty (50) days of sick leave as of December 31, then the next year he/she has the option of selling the unused days, over fifty (50), back to the Township at the rate of forty dollars (\$40.00) per day. For employees hired on or after January 1, 1998 the employee shall have seventy-five (75) accumulated days to be eligible. Such days sold back will be removed from the employee's accumulated sick leave bank.

C. For employees hired prior to January 1, 1998: If an employee uses less than seven (7) sick days per year he/she will be reimbursed at the rate of Five Dollars (\$5.00) per day for every unused sick day earned that year. However, if the employee uses three (3) sick days or less he/she will be reimbursed at the rate of Ten Dollars (\$10.00) per day for every unused sick day earned that year. Employees hired on or after January 1, 1998 shall not be eligible to receive this benefit.

D. Effective January 1, 2017 Article 24 Section C above will no longer apply and any employee using three (3) days or fewer sick days in a calendar year may choose to sell back the balance of unused full sick days for that year at a rate of \$100.00 per day provided the employee has at least 400 hours sick time left in his/her bank. Such days sold back will be removed from the employee's accumulated sick leave bank.

E. At the separation of employment with the Township, an employee with less than five (5) years of service is entitled to twenty five percent (25%) of accumulated sick leave. An employee with five (5) years but fewer than ten (10) years of service at the time of separation from employment an employee is entitled to thirty three percent (33%) of accumulated sick leave. With ten (10) or more years of service an employee is entitled to fifty percent (50%) of accumulated sick leave. Regardless of the years of service, the maximum cash benefit from sick leave at retirement or separation shall be Twenty Thousand Dollars (\$20,000.00).

F. The incentive plan is only applicable to the fifteen (15) allotted sick days. Employees hired on or after January 1, 1998 shall not be eligible to receive the benefit in Paragraph C.

G. In the event of the death of any employee, the designated beneficiary of the employee or his/her estate shall receive one hundred percent (100%) of the accumulated sick leave, not to exceed the maximum award for sick leave of Twenty Thousand Dollars (\$20,000.00).

H. Sick leave is hereby defined to mean absence from work because of personal illness, or illness of employee's family in his household who requires care. The employee may request sick leave for family residing outside of the home, if recommended by the Department Head with approval by the Township Manager which shall not be unreasonably denied.

I. All full-time employees covered by this Agreement shall be

granted sick leave with pay in the amount of one and one quarter (1 1/4) working days for every month of service during their first calendar year of service and last calendar year. New employees hired between the first and fifteenth of the month shall earn one and one quarter (1 1/4) days of sick leave for the first calendar month of their employment. New employees hired after the sixteenth of the month shall begin accruing sick leave as of the next calendar month. On January 1 of the next calendar year and on January 1, of every succeeding calendar year, the employee shall accrue fifteen (15) working days.

J. If, upon termination, an employee has used more sick leave than accrued the Township will deduct from the employee's last paycheck, an amount equal to the rate of pay for the sick leave taken in excess of the amount earned.

K. Medical verification may be required. Such shall not be arbitrary and capricious. If employee is sent to Township Doctor such expenses shall be paid pursuant to Paragraph R.

L. An employee is required to notify the Department Head or his designee as early as possible, but no later than fifteen (15) minutes following the start of the scheduled work shift or a reasonable time in the case of an emergency. Failure to give notification, as required may result in loss of sick leave pay.

M. In charging an employee with sick leave, the smallest unit to be considered is one-quarter (1/4) of a working day.

N. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures

will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the workday.

O. Habitual unjustified absenteeism or tardiness may be cause for discipline up to and including discharge.

P. Any employee who calls in sick for the purpose of engaging in outside employment shall be subject to disciplinary action up to and including discharge.

Q. Any employee who engages in outside employment while on sick leave shall be subject to disciplinary action up to and including discharge.

R. Whenever the Township is paying for medical reports pursuant to this Article, the employee agrees to submit expenses to his/her insurance company for reimbursement, partial or total; such monies being turned over to the Township.

S. EXTENDED SICK LEAVE

Any employee incurring an illness or injury in a non-work related incident or accident and is receiving compensation through accrued sick leave or advanced sick leave, shall remain on the payroll as an active employee whose compensation shall be considered wages until such employee exhausts his/her accrued and advanced sick leave. This Article shall not affect any provision in the South Brunswick Revised General Ordinances relating to sick pay and/or sick leave and any provisions in the Personnel Policy and Procedures Manual derived from the South Brunswick general Ordinances relating to sick pay and/or sick leave. To the extent this Article may be inconsistent with the same, the PPPM shall prevail.

In the event an employee receives any compensation, by reason of any claim for injuries or sickness, which are directly or indirectly caused by or arise out of the outside employment, and the employee receives worker's compensation benefits as provided in N.J.S.A. 34:15-1, et seq., the amount of the Township payments otherwise due to the employee shall be

reduced by the amount of compensation received by the employee because of said injuries or sickness.

ARTICLE 25

OUT-OF-TITLE PAY

Employees who work in a higher title for two (2) consecutive weeks shall receive the greater of five percent (5%) or the difference in pay between the two (2) positions at the bottom of the range retroactive to the beginning of the first week.

ARTICLE 26

DEPUTY FIRE MARSHALS

A. UNIFORMS: Whenever the Township hires a new Deputy Fire Marshal, said employee shall be provided with the following:

- (2) Short Sleeve Dress Shirts
- (2) Long Sleeve Dress Shirts
- (5) "Job" Shirts
- (5) Mock Turtleneck Shirts
- (5) Pairs of Pants
- (5) Staff Shirts
- (1) Black Clip-On Tie
- (1) Three season Combination Jacket (GoreTex or comparable material)
- (1) Pair of Safety Boots
- (1) Winter Hat
- (1) Bell cap
- (1) Silver band
- (1) Hat badge
- (1) Pair of dress shoes if required by the Township
- (1) Uniform belt
- (1) Dress Uniform, if required by the Township

If at any time the Township makes any uniform change, the initial cost of requiring each Deputy Fire Marshal to change his/her uniform shall be borne by the Township and shall not be paid out of any part of the Deputy Fire Marshal's uniform or cleaning allowance. Uniforms shall be replaced at the Township's expense on an as needed basis.

B. Each Deputy Fire Marshal shall receive a clothing allowance of \$200.00 per year. The allowance will be paid on or

before March 1st of each year.

C. ON CALL: Deputy Fire Marshals on call shall receive \$2000.00 per year for being on call.

D.Scheduling: Deputy Fire Marshals performing the "on call services" shall be required to work their regularly scheduled "on call" work week with the exception that switching "on call" days shall be allowed pending approval of the Fire Marshal (or supervisor). Any remaining "on call" days will be covered by a rotation phone call list.

Absent exceptional circumstances, the Deputy Fire Marshal on call will be the initial employee called in during non-work hour emergency situations.

The on-call schedule will be based on a four (4) week schedule. The on-call duties will be based on a division of weeks based on the amount of participating Deputy Fire Marshals plus one open week, with the minimum rotation being a four week rotation. The open week will be covered by the Deputy Fire Marshals on a rotating basis. Deputy Fire Marshals will be contacted by phone. Deputy Fire Marshals agree to make a good faith effort to answer the phone during the open week. Once phone contact is made, Deputy Fire Marshals maintain a right of first refusal, at which time the next Deputy Fire Marshal on the list will be contacted. Deputy Fire Marshals are not subject to discipline for not answering their phone or being unavailable to respond during the open week. In the event that all Deputy Fire Marshals are unavailable, the Fire Marshal will be contacted for coverage. It is understood that this paragraph does not in any way restrict Management's rights outlined in chapter 4 of this contract.

If a Deputy Fire Marshal is unable to provide "on call services" for an extended period of time, the annual compensation paid for this work will be prorated by mutual agreement of the Township and the FMBA.

No Deputy Fire Marshal shall be on call more than two

(2) weeks per month or more than two (2) consecutive weeks unless exigent circumstances prevail as determined by the Department Head or his designee.

The "additional on call" of 4 hours straight time pay per day shall be eliminated and periods of time during the calendar year when a Deputy Fire Marshal is not "on call" will be handled under the call out provisions of Article 8, Section C of this Agreement and Article 26.

The annual on-call schedule for the new calendar year shall be completed and posted before December 15th of the prior year. After the on-call schedule has been posted there shall be no changes to the on-call schedule without both the approval of the Fire Marshal (or his/her designee) and the Deputy Fire Marshal(s) involved in the change. This shall in no way prevent Deputy Fire Marshals from switching on-call shifts as is currently permitted by this section. This shall not prevent the shift from being changed to open status in the event that a Deputy becomes unavailable for on-call duties.

Switching for the open week shall only be permitted with the approval of both the Fire Marshal and the Deputy(s) involved. In the event that an additional Deputy is hired the shift shall change as per agreement but the new schedule shall be mutually agreed upon by both the Deputies and the Fire Marshal or his/her designee. Approval for Deputies to switch on-call shifts shall not be unreasonably denied. On call shall be annually rotated beginning January 1st so the Deputies' on-call weeks will differ year to year.

E. The Township agrees that Deputy Fire Marshals involved in fire investigation or hazmat incident shall have release time and facility to shower and change clothes after fire investigation/hazmat incident or release from duty if 45 minutes or less left in shift if such accommodation is reasonably required.

F. When it is necessary for an employee to be called into work within 7 ½ hours of that employee's normal reporting time, and provided the employee has worked at least two(2) consecutive hours, the Township agrees that the employee shall be given one hour of rest time for every hour worked during the aforesaid 7 ½ hour time period. The Fire Marshal, or his/her designee, shall make a good faith effort to schedule each Deputy Fire Marshal's rest period to commence at the start of his/her next regular shift or prior to its completion with due regard to the maintenance of the workforce. The Township shall not be arbitrary and capricious in denying such utilization.

G. Absent exigent circumstances, a minimum of two (2) Deputy Fire Marshals shall be allowed time off at the same time. More than two (2) Deputy Fire Marshals may be allowed off at the discretion of the Fire Marshal or his/her designee.

ARTICLE 27

DISCRIMINATION AND COERCION

A. The Township and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin or political affiliation.

B. The Township and the Union agree that all employees covered under the 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 Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE 28

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The Township and the Union shall immediately commence negotiations to attempt to render such application or provision valid.

ARTICLE 29
DURATION OF
CONTRACT

This Agreement shall be effective as of the first day of January, 2015, and shall remain in full force and effect until midnight on December 31, 2019.

This Agreement may be reopened for successor contract negotiations by either party upon notice in writing of at least sixty (60) days, and no more than one hundred twenty (120) days prior to December 31, 2019.

For FMBA Local 90:

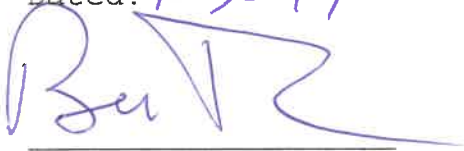


Michael Soltys

Jr.

Title: President

Dated: 1-30-17



Bruce Feldman

Title: Vice President



Paul Morello

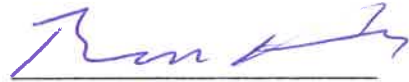
Title: Negotiating Committee



Eric Murnieks

Title: Negotiating Committee

For the Township:



Bernard P. Hvozdovic,

Title: Manager

Dated: 1-30-17



Title:



Title:



Title:

Schedule A

PUBLIC SAFETY TELECOMMUNICATOR SALARY GUIDE

	<u>1/1/2015</u>	<u>1/1/2016</u>
1	\$39,964	\$40,563
2	\$47,234	\$47,943
3	\$48,652	\$49,382
4	\$50,112	\$50,863
5	\$51,614	\$52,388
6	\$53,134	\$53,931
7	\$54,757	\$55,579
8	\$56,401	\$57,247
9	\$58,093	\$58,964
10	\$59,835	\$60,733
11	\$61,630	\$62,554
12	\$63,480	\$64,432
13	\$65,382	\$66,363
14	\$67,345	\$68,355
15	\$69,365	\$70,406
Senior	\$72,487	\$73,575

Schedule B

DEPUTY FIRE MARSHALL SALARY GUIDE

	<u>1/1/2015</u>	<u>1/1/2016</u>
1	\$46,328	\$47,023
2	\$54,757	\$55,579
3	\$56,401	\$57,247
4	\$58,093	\$58,964
5	\$59,835	\$60,733
6	\$61,630	\$62,554
7	\$63,477	\$64,429
8	\$65,382	\$66,363
9	\$67,345	\$68,355
10	\$69,384	\$70,405
11	\$71,447	\$72,519
12	\$73,590	\$74,693
13	\$75,797	\$76,934
14	\$78,071	\$79,242
15	\$80,413	\$81,620
Senior	\$84,032	\$85,292

Schedule C

DEPUTY FIRE MARSHALL AND PUBLIC SAFETY TELECOMMUNICATOR
SALARY GUIDE

	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>
1	\$47,963	\$48,922	\$49,901
2	\$56,690	\$57,824	\$58,980
3	\$58,391	\$59,559	\$60,750
4	\$60,143	\$61,346	\$62,573
5	\$61,947	\$63,186	\$64,450
6	\$63,805	\$65,081	\$66,383
7	\$65,718	\$67,032	\$68,373
8	\$67,690	\$69,044	\$70,425
9	\$69,723	\$71,117	\$72,539
10	\$71,813	\$73,249	\$74,714
11	\$73,969	\$75,448	\$76,957
12	\$76,187	\$77,711	\$79,265
13	\$78,473	\$80,042	\$81,643
14	\$80,827	\$82,443	\$84,092
15	\$83,252	\$84,917	\$86,615
Senior	\$86,998	\$88,738	\$90,513

3PM

ms

SCHEDULE D

SOUTH BRUNSWICK TOWNSHIP FMBA SALARIES THROUGH 2019

Dispatchers	Date of Hire	7/1/14 Step	7/1/14 Salary	2015 Step	2015 Salary	2016 Step	2016 Salary	2017 Step	2017 Salary	2018 Step	2018 Salary	2019 Step	2019 Salary
John Muccioli	01/19/2016	3	47,933	Frozen	47,933	Frozen	47,933	2	56,690	3	59,559	4	62,573
Christine McCarthy	11/23/2015	3	47,933	Frozen	47,933	Frozen	47,933	2	56,690	3	59,559	4	62,573
Jessica VanLew	10/05/2015	1	39,373	Frozen	39,373	1	40,563	1	47,963	2	57,824	3	60,750
Jacqueline Siemon	08/03/2015	1	39,373	Frozen	39,373	1	40,563	1	47,963	2	57,824	3	60,750
Joshua Kamen	09/08/2014	1	39,373	2	47,234	3	49,392	2	56,690	3	59,559	4	62,573
Jason Storkus	08/01/2016					1	40,563	1	47,963	1	48,922	3	60,750
Jason Storkus	08/01/2016							Effective July 2018		2	57,824		
Bruce Feldman	02/05/2009	6	52,349	7	54,757	8	57,247	5	61,947	6	65,081	7	68,373
Richard Domotor	03/27/2006	8	55,567	9	58,093	10	60,733	7	65,718	8	69,044	9	72,539
Cynthia DiMonda	02/05/2003	11	60,719	13	65,382	15	70,406	10	71,813	11	75,448	13	81,643
Eric Mumiaks (1)	10/06/2002	15	68,340	15	69,365	15	70,406	13	78,473	15	84,917	15	86,615
Steven Kanca (2)	12/01/1993	Senior	73,416	Senior	74,487	Senior	75,575	15	83,252	15	84,917	15	86,615
Diana Blair (2)	06/21/1993	Senior	73,416	Senior	74,487	Senior	75,575	15	83,252	15	84,917	15	86,615
Dep Fire Marshalls													
Michael Sollys	11/19/2001	15	79,225	Senior	84,032	Senior	85,292	Senior	86,998	Senior	88,738	Senior	90,513
John Funcheon	05/21/2001	15	79,225	Senior	84,032	Senior	85,292	Senior	86,998	Senior	88,738	Senior	90,513
Paul Morello	12/01/1986	Senior	85,290	Senior	86,532	Senior	87,792	Senior	90,498	Senior	92,238	Senior	94,013
David Wiersma	02/16/2012	3	55,567	4	58,093	5	60,733	7	65,718	8	69,044	9	72,539

BPN

[Handwritten signature]