



THE TOWNSHIP OF EWING

Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628

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A RESOLUTION AUTHORIZING THE EXECUTION OF NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWNSHIP OF EWING, MERCER COUNTY, NEW JERSEY AND FMBA LOCAL 393 ("FMBA")

Resolution #23R-227 WHEREAS, the Township and FMBA Local 393 (FMBA) have agreed to a collective negotiations agreement ("Contract") covering the period January 1, 2024 through December 31, 2028; and

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

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

WHEREAS, the negotiating committees for the Township and the FMBA unanimously agree to recommend their agreement for ratification and approval;

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

- A. Except as herein modified, the terms and conditions set forth in the January 1, 2018 through December 31, 2023 Collective Negotiations Agreement between the Township and FMBA shall be carried forward into this new Collective Negotiations Agreement.

B. ARTICLE 3 SECTION 3.04 A

New Language: 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.

C. ARTICLE 4 SECTION 4.11

Juneteenth (June 19) to be a Township holiday, aligning the calendar with the Mercer County decision regarding the observance of Juneteenth.

D. ARTICLE 7 SECTION 7.02

New Section/Language 7.02B-F:

- i. Any shift that becomes open within three (3) hours or less from the start time can be covered on a first-come basis. It can be covered by full-time or per diem staff.

ii. Long Term Vacancy:

Long term vacancies that open will be given out to per diem EMTs and given out at the discretion of the scheduler/Chief of EMS. Once all shifts have been offered to per diem staff, any remaining shifts may be offered to full-time employees (Career Staff).

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 per diem staff only, containing all available shifts, no later than 4pm on the 16th of the month. Per diem staff will have 48 hours to respond and select shifts. Once the 18th of the month arrives at 4pm any available shifts will be open to full-time (Career Staff).

For other long-term vacancies available to per diem staff. Utilizing ePro Scheduler or a similar technology, a blast message including text and email will be sent out to all per diem staff only, alerting that a shift has become vacant. Any per diem staff member interested will pick up the shift in ePro. Once the shift has been offered to per diem staff for 24 hours, career staff can then pick up remaining open shifts in ePro. In each instance, the list will start after the last person that picked up the previous opportunity when it involves full-time (Career Staff) picking up shifts.

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

iii. 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 per diem staff who will have 24 hours to respond. If no per diem staff respond within 24 hours before the vacant shift, a message will be sent to all staff, career and per diem.

iv. Regarding the hiring of per diem staff. The per diem list will be capped at a maximum of 11 employees.

F. 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

E. ARTICLE 7 SECTION 7.04

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.

2024	4.0%
2025	3.5%
2026	3.5%
2027	3.5%
2028	3.5%

Supervisors are to be paid \$97,500 effective January 1, 2024, with annual percentage increases consistent with the above-noted annual percentages. The salary and step guide is attached hereto as Exhibit A.

F. ARTICLE 48 - TERM OF AGREEMENT

January 1, 2024 through 11:59 pm on December 31, 2028

G. ARTICLE 8 SECTION 8.07 - ADDITIONAL PROVISIONS

New Section: In anticipation of future 27 pay considerations, based on the calendar year, no extra pay will occur, and the Township and Union agree that the amount of pay will reflect the amount due under the salary guidelines established by the CNA.

- H. If agree to in principle prior to December 20, 2023, a 0.5% increase for all employees who are employed by Ewing Twp through the end of the year, based upon the rates contained in the expanding contract for 2023.
- I. This agreement is subject to ratification by the FMBA membership and approval by the Township before it becomes effective.
- J. All proposals of the parties not set forth herein or in the attachment to this agreement are withdrawn.

NOW, THEREFORE, BE IT RESOLVED, that the Ewing Township hereby adopts and approves the proposed revised contract terms of the collective bargaining agreement between the Township of Ewing and FMBA Local 393 scheduled to take effect as of January 1, 2024. The approval of the Township 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 12th day of December 2023.




Kim J. Macellaro, CMC
Municipal Clerk

Memorandum of Understanding
Between
FMBA Local 393 and Township of Ewing

Agreement made this ____ day of December 2023, by and between the **Township of Ewing** (herein the "**Township**") and the **FMBA Local 393** (herein the "**FMBA**").

WHEREAS, the Township and the FMBA are parties to a collective negotiations agreement ("Contract") covering the period January 1, 2018 through December 31, 2023; and

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

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

WHEREAS, the negotiating committees for the Township and the FMBA unanimously agree to recommend their agreement for ratification and approval:

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

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Long term vacancies that open will be given out to per diem EMTs and given out at the discretion of the scheduler/Chief of EMS. Once all shifts have been offered to per diem staff, any remaining shifts may be offered to full-time employees (Career Staff).

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 per diem staff only, containing all available shifts, no later than 4pm on the 16th of the month. Per diem staff will have 48 hours to respond and select shifts. Once the 18th of the month arrives at 4pm any available shifts will be open to full-time (Career Staff).

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E. Regarding the hiring of per diem staff. The per diem list will be capped at a maximum of 11 employees.

F. 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

E. ARTICLE 7 SECTION 7.04

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.

2024	4.0%
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2027	3.5%
2028	3.5%

Supervisors are to be paid \$97,500 effective January 1, 2024, with annual percentage increases consistent with the above-noted annual percentages. The salary and step guide is attached hereto as Exhibit A.

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New Section: In anticipation of future 27 pay considerations, based on the calendar year, no extra pay will occur, and the Township and Union agree that the amount of pay will reflect the amount due under the salary guidelines established by the CNA.

H. If agreed to in principle prior to September 1, 2023, a 0.5% increase for all employees who are employed by Ewing Twp through the end of the year, based upon the rates contained in the expanding contract for 2023.

I. This agreement is subject to ratification by the FMBA membership and approval by the Township before it becomes effective.

J. All proposals of the parties not set forth herein or in the attachment to this agreement are withdrawn.

By: _____
President

Date:

Township of Ewing

By: _____
Bert Steinmann, Mayor

Date:

FMBA 393 2024-2028

STEP PROGRAM

Training/Hire		\$55,000.00
6 Month/Probationary Step		\$58,000.00
Step 1		\$62,000.00
Step 2		\$65,000.00
Step 3		\$69,000.00
Step 4		\$73,000.00
Step 5		\$77,385.00
Step 6		\$81,000.00
Step 7		\$85,000.00
Step 8		\$90,000.00
Step 9		\$95,000.00

ALL EMPLOYEES OUT OF STEP PROGRAM

2024	4.00%
2025	3.50%
2026	3.50%
2027	3.50%
2028	3.50%

SUPERVISORS

2024

97,500.00

FOLLOWED BY PERCENTAGE INCREASES

ALL SALARIES INCLUDE:

12 HOLIDAYS AT 12 HOURS PER DAY

104 HOURS IN LIEU OF FLSA OVERTIME

OT RATE CALCULATED AT SALARY/2184



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, 2024 THROUGH DECEMBER 31, 2028

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

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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. No union representatives will be paid for union business outside of work hours.
- 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

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 Employee, 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

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.
- F. Township employees who serve suspension days submitted to civil service.

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.

- 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 on duty supervisor no fewer than three 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. (3 consecutive days)
- G. Sick time shall not be used in conjunction with vacation or personal days and Jury Duty.
- 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 and Jury Duty.
- I. Sick leave may be utilized by employees when they are unable to perform their

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. Approval by Administration requires that employees have time available.
- 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, 2024 to December 31, 2028.
- 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,

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 4.07

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

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

- | | |
|----------------------------------|----------------------------|
| 1. New Year's Day | 7. Independence Day |
| 2. Martin Luther King's Birthday | 8. Labor Day |
| 3. Washington's Birthday | 9. Veteran's Day |
| 4. Good Friday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Day after Thanksgiving |
| 6. Juneteenth | 12. Christmas Day |

- B. For all employees the total amount of hours paid will be 144 hours. The value of each holiday shall be twelve (12) hours.

ARTICLE V

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.

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 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. Work schedules are based on one (1) 24 hours shift in 12 hour blocks and one (1) 12 hours shift.

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.

D. 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 per diem staff who will have 24 hours to respond. If no per diem staff respond within 24 hours before the vacant shift, a message will be sent to all staff, career and per diem.

E. Regarding the hiring of per diem staff. The per diem list will be capped at a maximum of 11 employees.

F. 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. . The employees who are required to remain at work will be paid double time , 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

2026	3.5%
2027	3.5%
2028	3.5%

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, 2024 , 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

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 double 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. This provision will be valid for night shift employees whose shift starts the same day of the declared emergency.

SECTION 8.07

ADDITONAL PROVISION: In anticipation of future 27 pay considerations, based on the calendar year, no extra pay will occur, and the Township and Union agree that the amount of pay will reflect the amount due under the sale guidelines established by the CAN.

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 ^{SEPT} July 1, 2014, a spouse will not be eligible for Medicare Part B benefits until the Township retiree becomes eligible.

B4S
N.A.P.

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

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.

- B. 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.
- C. The employer will reimburse each employee for any required training and/or a certification relevant to the job description and duties of the employee.
- D. 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.
- E. 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.

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

RETIREEES 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.

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

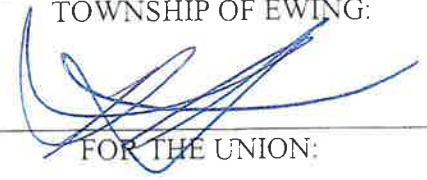
SECTION 16.01

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:

WITNESS:


TOWNSHIP OF EWING:

FOR THE UNION:

		STEP	2023	2024	2024	1/1/2024			
		INCREASES	3.00%	Catch Up Step	Step	4.00%	Hols = 12@12 hrs	FLSA OT Hours	2024 Hrly Rate
BIACHE	CHRISTOPHER	2/11/2017	70,549.99	77,385.00	81,000.00	80,480.40	4,864.20	3,832.40	36.85
BYRNE	NICHOLAS	8/27/2022	50,000.00	62,000.00	65,000.00	64,480.00	3,897.14	3,070.48	29.52
CHEVEREZ	JESSICA	4/21/2024	87,954.08	90,000.00	95,000.00	93,600.00	5,657.14	4,457.14	42.86
GRIFFIN	GRADY		87,954.08	97,500.00		101,400.00	6,128.57	4,828.57	46.43
LEARY	SEAN		90,415.72	95,000.00		98,800.00	5,971.43	4,704.76	45.24
PORTELLA	NICHOLAS		87,954.08	97,500.00		101,400.00	6,128.57	4,828.57	46.43
SISTA	CHARLES		87,954.08	97,500.00		101,400.00	6,128.57	4,828.57	46.43
STACKHOUSE	STEPHEN		70,549.99	97,500.00		101,400.00	6,128.57	4,828.57	46.43
LAWREY	VITA	5/8/2024	50,000.00	58,000.00	62,000.00	60,320.00	3,645.71	2,872.38	27.62
CASTRO	ELIZA	5/8/2024	50,000.00	58,000.00	62,000.00	60,320.00	3,645.71	2,872.38	27.62

		STEP	2024	2025	1/1/2025			
		INCREASES	% and Step	Step	3.50%	Hols = 12@12 hr	FLSA OT Hours	2024 Hrly Rate
BIACHE	CHRISTOPHER	2/11/2017	81,000.00	85,000.00	83,835.00	5,066.95	3,992.14	38.39
BYRNE	NICHOLAS	8/27/2022	65,000.00	69,000.00	67,275.00	4,066.07	3,203.57	30.80
CHEVEREZ	JESSICA	4/21/2024	95,000.00		98,325.00	5,942.72	4,682.14	45.02
GRIFFIN	GRADY		101,400.00		104,949.00	6,343.07	4,997.57	48.05
LEARY	SEAN		98,800.00		102,258.00	6,180.43	4,869.43	46.82
PORTELLA	NICHOLAS		101,400.00		104,949.00	6,343.07	4,997.57	48.05
SISTA	CHARLES		101,400.00		104,949.00	6,343.07	4,997.57	48.05
STACKHOUSE	STEPHEN		101,400.00		104,949.00	6,343.07	4,997.57	48.05
LAWREY	VITA	5/8/2024	62,000.00	65,000.00	64,170.00	3,878.41	3,055.71	29.38
CASTRO	ELIZA	5/8/2024	62,000.00	65,000.00	64,170.00	3,878.41	3,055.71	29.38

		STEP	2025	2026	1/1/2026			
		INCREASES	% and Step	Step	3.50%	Hols = 12@12 hr	FLSA OT Hours	2024 Hrly Rate
BIACHE	CHRISTOPHER	2/11/2017	85,000.00	90,000.00	87,975.00	5,317.17	4,189.29	40.28
BYRNE	NICHOLAS	8/27/2022	69,000.00	73,000.00	71,415.00	4,316.29	3,400.71	32.70
CHEVEREZ	JESSICA	4/21/2024	98,325.00		101,766.38	6,150.72	4,846.02	46.60
GRIFFIN	GRADY		104,949.00		108,622.22	6,565.08	5,172.49	49.74
LEARY	SEAN		102,258.00		105,837.03	6,396.74	5,039.86	48.46
PORTELLA	NICHOLAS		104,949.00		108,622.22	6,565.08	5,172.49	49.74
SISTA	CHARLES		104,949.00		108,622.22	6,565.08	5,172.49	49.74
STACKHOUSE	STEPHEN		104,949.00		108,622.22	6,565.08	5,172.49	49.74
LAWREY	VITA	5/8/2024	65,000.00	69,000.00	67,275.00	4,066.07	3,203.57	30.80
CASTRO	ELIZA	5/8/2024	65,000.00	69,000.00	67,275.00	4,066.07	3,203.57	30.80

		STEP	2026	2027	1/1/2027			
		INCREASES	% and Step	Step	3.50%	Hols = 12@12 hr	FLSA OT Hours	2024 Hrly Rate
BIACHE	CHRISTOPHER	2/11/2017	90,000.00	95,000.00	93,150.00	5,629.95	4,435.71	42.65
BYRNE	NICHOLAS	8/27/2022	73,000.00	77,000.00	75,555.00	4,566.51	3,597.86	34.59
CHEVEREZ	JESSICA	4/21/2024	101,766.38		105,328.20	6,365.99	5,015.63	48.23
GRIFFIN	GRADY		108,622.22		112,424.00	6,794.86	5,353.52	51.48
LEARY	SEAN		105,837.03		109,541.33	6,620.63	5,216.25	50.16
PORTELLA	NICHOLAS		108,622.22		112,424.00	6,794.86	5,353.52	51.48
SISTA	CHARLES		108,622.22		112,424.00	6,794.86	5,353.52	51.48
STACKHOUSE	STEPHEN		108,622.22		112,424.00	6,794.86	5,353.52	51.48
LAWREY	VITA	5/8/2024	69,000.00	73,000.00	71,415.00	4,316.29	3,400.71	32.70
CASTRO	ELIZA	5/8/2024	69,000.00	73,000.00	71,415.00	4,316.29	3,400.71	32.70

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

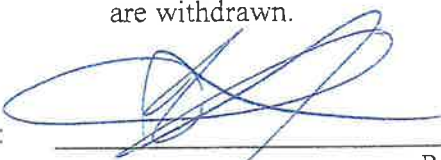
G. ARTICLE 8 SECTION 8.07 - ADDITIONAL PROVISIONS

New Section: In anticipation of future 27 pay considerations, based on the calendar year, no extra pay will occur, and the Township and Union agree that the amount of pay will reflect the amount due under the salary guidelines established by the CNA.

H. If agreed to in principle prior to September 1, 2023, a 0.5% increase for all employees who are employed by Ewing Twp through the end of the year, based upon the rates contained in the expanding contract for 2023.

I. This agreement is subject to ratification by the FMBA membership and approval by the Township before it becomes effective.

J. All proposals of the parties not set forth herein or in the attachment to this agreement are withdrawn.

By: 

President

Date: 12/21/23

Township of Ewing

By: 

Bert Steinmann, Mayor

Date: 12/21/23



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

A RESOLUTION AUTHORIZING THE EXECUTION OF NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWNSHIP OF EWING, MERCER COUNTY, NEW JERSEY AND FMBA LOCAL 393 ("FMBA")

Resolution #23R- WHEREAS, the Township and FMBA Local 393 (FMBA) have agreed to a collective negotiations agreement ("Contract") covering the period January 1, 2024 through December 31, 2028; and

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

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

WHEREAS, the negotiating committees for the Township and the FMBA unanimously agree to recommend their agreement for ratification and approval;

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

- A. Except as herein modified, the terms and conditions set forth in the January 1, 2018 through December 31, 2023 Collective Negotiations Agreement between the Township and FMBA shall be carried forward into this new Collective Negotiations Agreement.

B. ARTICLE 3 SECTION 3.04 A

New Language: 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.

C. ARTICLE 4 SECTION 4.11

Juneteenth (June 19) to be a Township holiday, aligning the calendar with the Mercer County decision regarding the observance of Juneteenth.

D. ARTICLE 7 SECTION 7.02

New Section/Language 7.02B-F:

- i. Any shift that becomes open within three (3) hours or less from the start time can be covered on a first-come basis. It can be covered by full-time or per diem staff.

ii. Long Term Vacancy:

Long term vacancies that open will be given out to per diem EMTs and given out at the discretion of the scheduler/Chief of EMS. Once all shifts have been offered to per diem staff, any remaining shifts may be offered to full-time employees (Career Staff).

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 per diem staff only, containing all available shifts, no later than 4pm on the 16th of the month. Per diem staff will have 48 hours to respond and select shifts. Once the 18th of the month arrives at 4pm any available shifts will be open to full-time (Career Staff).

For other long-term vacancies available to per diem staff. Utilizing ePro Scheduler or a similar technology, a blast message including text and email will be sent out to all per diem staff only, alerting that a shift has become vacant. Any per diem staff member interested will pick up the shift in ePro. Once the shift has been offered to per diem staff for 24 hours, career staff can then pick up remaining open shifts in ePro. In each instance, the list will start after the last person that picked up the previous opportunity when it involves full-time (Career Staff) picking up shifts.

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

iii. 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 per diem staff who will have 24 hours to respond. If no per diem staff respond within 24 hours before the vacant shift, a message will be sent to all staff, career and per diem.

iv. Regarding the hiring of per diem staff. The per diem list will be capped at a maximum of 11 employees.

F. 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

E. ARTICLE 7 SECTION 7.04

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.

2024	4.0%
2025	3.5%
2026	3.5%
2027	3.5%
2028	3.5%

Supervisors are to be paid \$97,500 effective January 1, 2024, with annual percentage increases consistent with the above-noted annual percentages. The salary and step guide is attached hereto as Exhibit A.

F. ARTICLE 48 - TERM OF AGREEMENT

January 1, 2024 through 11:59 pm on December 31, 2028

G. ARTICLE 8 SECTION 8.07 - ADDITIONAL PROVISIONS

New Section: In anticipation of future 27 pay considerations, based on the calendar year, no extra pay will occur, and the Township and Union agree that the amount of pay will reflect the amount due under the salary guidelines established by the CNA.

- H. If agree to in principle prior to December 20, 2023, a 0.5% increase for all employees who are employed by Ewing Twp through the end of the year, based upon the rates contained in the expanding contract for 2023.
- I. This agreement is subject to ratification by the FMBA membership and approval by the Township before it becomes effective.
- J. All proposals of the parties not set forth herein or in the attachment to this agreement are withdrawn.

NOW, THEREFORE, BE IT RESOLVED, that the Ewing Township hereby adopts and approves the proposed revised contract terms of the collective bargaining agreement between the Township of Ewing and FMBA Local 393 scheduled to take effect as of January 1, 2024. The approval of the Township 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 12th day of December 2023.

SEAL

**Kim J. Macellaro, CMC
Municipal Clerk**

FMBA 393 2024-2028

STEP PROGRAM	
Training/Hire	\$55,000.00
6 Month/Probationary Step	\$58,000.00
Step 1	\$62,000.00
Step 2	\$65,000.00
Step 3	\$69,000.00
Step 4	\$73,000.00
Step 5	\$77,385.00
Step 6	\$81,000.00
Step 7	\$85,000.00
Step 8	\$90,000.00
Step 9	\$95,000.00

ALL EMPLOYEES OUT OF STEP PROGRAM

2024	4.00%
2025	3.50%
2026	3.50%
2027	3.50%
2028	3.50%

SUPERVISORS	2024	97,500.00
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FOLLOWED BY PERCENTAGE INCREASES

ALL SALARIES INCLUDE:
12 HOLIDAYS AT 12 HOURS PER DAY
104 HOURS IN LIEU OF FLSA OVERTIME
OT RATE CALCULATED AT SALARY/2184

Memorandum of Understanding
Between
FMBA Local 393 and Township of Ewing

Agreement made this ____ day of December 2023, by and between the **Township of Ewing** (herein the “**Township**”) and the **FMBA Local 393** (herein the “**FMBA**”).

WHEREAS, the Township and the FMBA are parties to a collective negotiations agreement (“Contract”) covering the period January 1, 2018 through December 31, 2023; and

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

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

WHEREAS, the negotiating committees for the Township and the FMBA unanimously agree to recommend their agreement for ratification and approval;

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

- A. Except as herein modified, the terms and conditions set forth in the January 1, 2018 through December 31, 2023 Collective Negotiations Agreement between the Township and FMBA shall be carried forward into this new Collective Negotiations Agreement.

B. ARTICLE 3 SECTION 3.04 A

New Language: 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.

C. ARTICLE 4 SECTION 4.11

Juneteenth (June 19) to be a Township holiday, aligning the calendar with the Mercer County decision regarding the observance of Juneteenth.

D. ARTICLE 7 SECTION 7.02

New Section/Language 7.02B-F:

B. Any shift that becomes open within three (3) hours or less from the start time can be covered on a first come basis. It can be covered by full time or per diem staff.

C. Long Term Vacancy:

Long term vacancies that open will be given out to per diem EMTs and given out at the discretion of the scheduler/Chief of EMS. Once all shifts have been offered to per diem staff, any remaining shifts may be offered to full-time employees (Career Staff).

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 per diem staff only, containing all available shifts, no later than 4pm on the 16th of the month. Per diem staff will have 48 hours to respond and select shifts. Once the 18th of the month arrives at 4pm any available shifts will be open to full-time (Career Staff).

For other long-term vacancies available to per diem staff. Utilizing ePro Scheduler or a similar technology, a blast message including text and email will be sent out to all per diem staff only, alerting that a shift has become vacant. Any per diem staff member interested will pick up the shift in ePro. Once the shift has been offered to per diem staff for 24 hours, career staff can then pick up remaining open shifts in ePro. In each instance, the list will start after the last person that picked up the previous opportunity when it involves full-time (Career Staff) picking up shifts.

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

D. 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 per diem staff who will have 24 hours to respond. If no per diem staff respond within 24 hours before the vacant shift, a message will be sent to all staff, career and per diem.

E. Regarding the hiring of per diem staff. The per diem list will be capped at a maximum of 11 employees.

F. 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

E. **ARTICLE 7 SECTION 7.04**

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.

2024	4.0%
2025	3.5%
2026	3.5%
2027	3.5%
2028	3.5%

Supervisors are to be paid \$97,500 effective January 1, 2024, with annual percentage increases consistent with the above-noted annual percentages. The salary and step guide is attached hereto as Exhibit A.

F. **ARTICLE 48 - TERM OF AGREEMENT**

January 1, 2024 through 11:59 pm on December 31, 2028