



AGREEMENT BETWEEN

THE TOWNSHIP OF HOWELL

AND

**FIREFIGHTERS MUTUAL BENEVOLENT
ASSOCIATION LOCAL 387**

INDEX

ARTICLE	TITLE	PAGE
I	RECOGNITION	2
II	UNION DEDUCTIONS & RIGHTS	3
III	UNION BUSINESS	3
IV	MANAGEMENT'S RIGHTS	4
V	NON-DISCRIMINATION	5
VI	HOURS OF WORK, OVERTIME, & COMPENSATORY TIME	5
VII	HOLIDAYS	7
VIII	VACATION & PERSONAL TIME	8
IX	HOSPITAL & MEDICAL INSURANCE	9
X	SICK LEAVE	10
XI	BEREAVMENT	13
XII	JURY, MILITARY, MATERNITY & OTHER LEAVES	13
XIII	DISCIPLINE, DISCHARGE & SUSPENSION	15
XIV	GRIEVANCE PROCEDURE	19
XV	SENIORITY	21
XVI	UNIFORMS	22
XVII	SALARIES & WAGES	22
XVIII	TRAINING AND CONTINUING EDUCATION	23
XIX	SAVINGS CLAUSE	24
XX	FURTHER NEGOTIATIONS	24
XXI	DURATION OF AGREEMENT	24
	APPENDIX A	26

ARTICLE I RECOGNITION AND SCOPE OF AGREEMENT

Section 1

The Township of Howell ("Township" or "Employer") hereby recognizes the New Jersey State Firefighters Mutual Benevolent Association ("NJFMBA" or "Union") , and its Local 387, as the exclusive representative for collective negotiations on all matters pertaining to wages, hours, and other terms and conditions of employment for all regular Howell Township EMS fulltime employees but excluding EMS per-diem personnel, managerial executives, supervisors within the meaning of the Fair Labor Standard Act, confidential employees, and Department Heads.

Section 2

The Township recognizes the NJFMBA as the exclusive representative of all Howell Township EMS fulltime employees as defined heretofore as the exclusive members known as the Howell Police EMS Staff in accordance with the Township letter, dated January 14, 2022, in recognizing the New Jersey Firefighters Mutual Benevolent Association, and its Local 387. *Additionally, the Township and the NJFMBA Local 387 mutually agree, pursuant to N.J.S.A. 34:13A-5.15, the Local shall also represent the part-time employees of the Township who perform duties equivalent to full-time employees represented by the exclusive representative.* Per-diem EMS personnel are not considered part-time employees for the purposes of this contract.

Section 3

The Employer and the NJFMBA agree that continued day-to-day communications are essential in promoting harmonious relations between the parties; therefore, in order to ensure that the Employer communicates with the current elected or appointed representatives, the NJFMBA agrees to provide the Employer the name(s) and title(s) of the Union Official(s) authorized to speak for and in behalf of the Howell Township EMS unit. This and any other changes to such list will be forwarded to the Township Manager's office as soon as practicable after such official(s) is designated and, as necessary, to maintain a current list of representatives.

Section 4

Any Part-Time employees shall receive benefits as established by the laws of the State of New Jersey.

Section 5

This Agreement between the Township of Howell and Firefighters Mutual Benevolent Association Local 387 (the "Agreement") shall be binding upon the parties hereto.

ARTICLE II UNION DEDUCTIONS AND RIGHTS

Section 1

The Township shall deduct from the wages of employees the first payday of each and every calendar month and remit to the Secretary-Treasurer of the Union regular membership dues, assessments, or fines, for those employees who sign authorization cards permitting such payroll deductions.

Section 2

The Township and Union agree that they shall comply with the Workplace Democracy Enhancement Act NJSA 34:13A-5.11 to 5.15. Notwithstanding, the Township retains all rights and responsibilities contained in Article IV and as provided by Article II and as provided by law.

Section 3

The Union will indemnify and save harmless the Township from any and all claims, and disputes that may arise out of or by reason of any action taken by the Township pursuant to this article.

ARTICLE III UNION BUSINESS

Section 1

The Township agrees to grant the necessary time off without loss of pay to the Local President, and an authorized representative by the Union to attend any State or national convention. No more than one (1) representative from each tour of duty shall be permitted to be absent to attend the conventions. During the period of such conventions, vacation, personal leave, or compensatory time shall be scheduled off only upon the approval of the Chief or designee. A certificate of attendance to the State convention shall be submitted by the representatives so attending.

The Township also agrees to grant the necessary time off without loss of pay to the Local President, or his/her designee to attend nine (9) monthly meetings throughout the year. The Local Representative will notify his/her Supervisor, or EMS Coordinator; and provided that such time is limited to an aggregate of twelve (12) hours per month, non-cumulative. The Township shall provide the Union Chairperson with the names of new hires in the bargaining unit. Employees shall submit requests to attend the FMBA convention and scheduled monthly union meetings at least thirty (30) days in advance.

Section 2

The members of the Union's Section Negotiating Committee, no more than 2, shall be granted time off from duty with full pay for all meetings between the Township and the Union for the purposes of negotiating the terms of an agreement when such meetings take place at a time during the said employees' regular working hours. No overtime shall be allotted or earned due to union business.

Section 3

Union officials who are duly authorized Representatives, and whose names and identification have been previously submitted to and acknowledged by the Township, shall be admitted to the premises of the Township on Union business. Request for such visits shall be directed with advance notice to Township Officials, namely the EMS coordinator, and shall be for the purpose of adjusting complaints or ascertaining whether this Agreement is being enforced. Permission for such visits shall not be unreasonably withheld. Such Union Officials shall have the opportunity to consult with employees in the unit before the start of the work shift, during lunch breaks, or after completion of the work shift. Access to the premises as set forth in this paragraph shall not be given by the Township to any employee organization other than to the Union set forth herein or to any officer or representative of such other organization for the purpose of communicating with employees in this unit.

Section 4

The Employer will provide a bulletin board in a conspicuous location in the buildings where employees covered by this Agreement, are employed.

Section 5

Representatives of the Local 387 shall be permitted to transact official Union business on Township property at such times and places to be determined in accordance with prevailing Township policy, procedures and regulations. It is understood that all meetings of Local 387 shall be held so as not to interfere or interrupt normal Township operations and at no additional cost to the Township. If at such time an employee is requesting union representation with regards to discipline, the representative from NJFMBA Local 387 shall be paid straight time for the purposes of representing another employee. No overtime shall occur during that time.

ARTICLE IV MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

Section 1

It is recognized and agreed that the Township possesses the sole right and responsibility to operate the facilities and departments covered by this Agreement. Accordingly, the Township hereby retains and reserves unto itself, or through and by the Township Manager all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitutions of the State of New Jersey and the United States These rights include, but are not limited to, selection and direction of its employees; to hire, promote, transfer, assign, and retain employees positions within the EMS Unit and suspend, demote, discharge, or take other disciplinary action against employees for just cause; to relieve employees from duties because of lack of work or for other legitimate reasons; to determine the amount of overtime to be worked; to maintain the efficiency of the government operations entrusted to it; to determine the methods, means, and personnel by which operations are to be conducted; to introduce new or improved methods of facilities; and to contract out for goods or services. It is agreed that the Township may take whatever actions may be necessary to carry out the mission of the facility or departments in situations of emergency.

Section 2

Rules and Regulations: Notwithstanding the above, the Employer agrees, as reasonably possible that prior to establishing any new personnel policies for the Township Personnel Manual or modifying existing personnel policies to Township Personnel Manual, they shall provide the Union copies in advance of implementation. Unless expressly agreed to by the parties, in writing, no adopted policy may supersede any contractual term or any Directives and standing orders issued by the State of New Jersey Department of Health, or Medical Director which shall be exempt from this contract entirely.

ARTICLE V NON-DISCRIMINATION

Section 1

Neither the Employer nor the Union shall discriminate against any employee by reason of race, creed, sex, age, color, gender, political or religious affiliation or national origin. Where the word "he", "she", "him", or "her" is used in this Agreement, it shall mean both sexes.

Section 2

The Township will not interfere with, restrain, or coerce the employees because of membership or lawful activity in the Union, nor will it attempt to discourage membership in the Union by discrimination in respect to hire or tenure of employment

Section 3

The Township agrees that during the period of this Agreement there shall be no lockout or the equivalent of employees in the bargaining unit, and the Union agrees that there shall be no strike or the equivalent including any sit-downs, concentered slowdown, or condoned wildcat strike, both parties desire to provide an uninterrupted and continuous service to the public. In the event of a wildcat strike, the Union will immediately order the strikers back to work and will raise no objection to the Township's discharge of any employee who continues to engage in a wildcat strike after being ordered back to work.

ARTICLE VI HOURS OF WORK, OVERTIME, AND COMPENSATORY TIME

Section 1: Hours of Work

A work period shall total 72 hours in which the employee will consistently work a 14-day work cycle. This equates to 36 hours per work week, 1872 hours per year. Shifts will be offered on a seniority basis. This schedule may be changed by the EMS Coordinator for the efficient operations of the EMS Department with at least fourteen (14) working days' notice to the Union and approval of the Township Manager.

All employees shall no earlier than August 1st, but no later than September 30th, advise the EMS Coordinator or Department Head of their preference of their shift assignment for the following

calendar year. The EMS Coordinator or Department Head shall reasonably consider the employee's request, but may deny the request due to operational efficiency.

The EMS Coordinator shall consider an employee's seniority when determining the work schedule.

The Township will make every effort to post shift assignments 60 days prior to the shift. However, upon fourteen days (14) notice, the shift assignments may be changed with written notice to the Union.

Section 2: Schedule

Work schedules showing the employee's shifts, work days, and hours of work shall be posted or access provided to the employees. Except for emergency situations, work schedules shall not be changed unless the Township provides at least 14 days' notice to the Union. Emergency situations are dynamic and may include an earlier/later start time, or longer shift period. In the event of relief staffing shortage, the employee may be forced to stay later than the 12-hour scheduled shift time but not exceed 16-hours for that shift. When the emergency situation has concluded, the employee's shift will return to normal scheduled time.

Section 3: Overtime

Any work performed over forty (40) hours in a work week shall be considered overtime. Any time worked between 36 hours and 40 hours will be paid at straight time. Overtime will be paid at the rate of time and one half of the employee's rate of pay will be based on seniority. Overtime will only be offered to full time employees if *per diem* or part-time staff is unavailable to fill in the position. .

Hours worked is defined as "actual hours worked"

Any time an employee works overtime, that employee shall have the right to select overtime as paid or as Compensatory Time Off ("CTO") at time and one-half rate. If CTO is selected, then said CTO shall accumulate in a CTO bank.

CTO shall be utilized the same procedure as Personal Time subject to EMS Coordinator approval.

Employees may not accrue more than eighty-four (84) hours of CTO and if the maximum accrual threshold is reached, the employee must receive paid overtime.

The purpose of CTO is for employees to use their earned time within the same calendar year. The Township is aware that the use of CTO may not always be possible, especially when the CTO is earned during the last quarter of the calendar year. As such, the Township will permit an employee to carry forward to the next year twenty-four (24) hours of CTO. Such time shall count towards the annual threshold.

The Township reserves the right to pay employees for all CTO or any portion thereof, at the end of each calendar year.

If the Township Council or Township Manager grants additional time off of at least one-half of a day [four (4) hours] to other Township employees due to inclement weather, or other special observances, the members of the EMS Department who are scheduled to work and are physically working on the day and the time within which the Township is closed shall receive equivalent compensatory straight time off equal to the number of hours that other Township employees were released from duty. Any employee not scheduled or that is sick or on vacation or otherwise not present shall not receive any compensation for this time.

Section 4: Shift Swaps

Shift swaps that occur between two full-time employees must take place in the same week that the employee is requesting the swap. The requesting employee must request the swap via electronic scheduling platform, and must be approved by the employee agreeing to the swap on the same electronic scheduling platform. The EMS Supervisor shall issue final authorization or denial through the electronic scheduling platform. An employee may only swap a maximum of 2 shifts per month. A switch that provides for “stacking of shifts” or “double shifts” are prohibited and will be denied. Under no circumstances can shift swaps cause overtime. If a shift swap causes overtime, the swap will be denied. The approval of the EMS Supervisor or her/his designee is required prior to the swap.

ARTICLE VII HOLIDAYS

The following shall be recognized as holidays under this Agreement. All work performed on the holiday will be paid at a rate of one and one-half (1 ½) times the employee’s base hourly rate as determined under the provisions of Article XVII.

New Year’s Day	Independence Day	Thanksgiving Day
Martin Luther King Day	Labor Day	Day after Thanksgiving
President’s Day	Columbus Day	½ day prior to Christmas Day
Good Friday	Election Day	Christmas Day
Memorial Day	Veteran’s Day	½ day prior to New Year’s Day

Any additional holiday declared/approved by the Township will be recognized as a holiday under this Agreement.

Only employees that perform work on the holiday are entitled to be paid. In the event the holiday falls on the normally scheduled day off for the employee, the employee is not entitled to any additional compensation.

ARTICLE VIII VACATION TIME

Section 1

The number of vacation days allocated to each employee shall be based upon the following:

<u>Length of Service</u>	<u>Number of Vacation Days</u>
0 to 5 Years of Service	7 Days (84 hours)
After 5 Years to the completion of 10 Years of Service	10 Days (120 hours)
After 10 years to the completion of 15 Years of Service	14 Days (168 hours)
After 15 years to the completion of 20 Years of Service	18 Days (216 hours)
After the completion of 20 years of service	20 Days (240 hours)

Section 2

Any new employee hired before the 15th day of the month shall be credited with having worked one month for the purposes of vacation entitlement. Vacation shall be prorated in the year of separation. First year employees may carry their vacation allotment for up to one full day (12 hour shift) to the next year only. Vacation leave will not be paid at the time of separation.

Section 3

Vacations may be taken during the contract year and are subject to prior approval of the EMS Coordinator. Employees should make every effort to use vacation leave during the calendar year in which it is earned. All vacation leave of covered employees should be used in the year it was earned; however, an employee may request to carry forward vacation leave into the subsequent year. Any vacation leave carried forward will be used first. In the event an employee is directed to not utilize his/her vacation days because of EMS staffing needs, then the vacation time unused shall accumulate and shall be used no later than the end of the next succeeding year.

Section 4

Choice of vacation shall be offered to the senior most employees within their job title/classification in EMS Division. Scheduled Vacation time should be submitted by March 1 every year. Vacation submitted by March 1 every year will be scheduled by seniority. Employees assigned to the same shift will not be permitted to take the same vacation days off. Any other vacation leave submitted after March 1 will be processed on a first come first serve basis. Vacation requests for the following month must be entered prior to the 15th of the preceding month. Exceptions will be granted if the full-time employee has obtained appropriate coverage for the days requested and the coverage

does not result in overtime Exceptions will still need EMS Coordinator approval. Employees may request a change in their vacation date schedule but is subject to EMS Coordinator approval.

Blackout dates, specific dates of the year that are designated by the EMS Coordinator as requiring additional manpower and when use of the discretionary time off is not permitted, and shall be limited to six occurrences per year. Blackout dates cannot be designated on any of the fourteen (14) holidays as designated in Article VII, Section I. In the event the EMS coordinator determines that a specific black out date is no longer needed, the black out date will be released.

Section 5: Personal Time

Each member of the bargaining unit shall receive three (3) personal days (36 hours) per year with the anticipation of the employee working the full calendar year. An employee must work the full year to be eligible for the three (3) days (36 hours). Personal days cannot be accumulated from year to year. Upon termination of employment, an employee will forfeit his or her accrued but unused personal days. If the employee has not used any sick time the year prior, the employee will be credited with an additional two (2) days of personal time. If the employee has not sustained an on-duty injury, requiring paid time off from work through workman's comp, the employee will be credited with an additional (1) one personal day.

ARTICLE IX HOSPITAL AND MEDICAL INSURANCE

Section 1

All full-time employees will be covered for hospital and medical insurance through the New Jersey State Health Benefits Plan. All employees shall elect to enroll in Direct 15 or any plan that is offered through the SHBP that has a premium equal to or less than Direct 15. If the employee wishes to remain in Direct 10, they may pay the difference between Direct 10 and Direct 15. Payment shall be made via payroll deduction. Employees may opt out of coverage if they have other means of coverage. The parties agree that, other than as set forth below with regard to the Horizon NJ DIRECT 2035 Plan ("2035 Plan"), employees that opt into benefits through the Township shall contribute at a Tier IV rate toward their healthcare coverage in accordance with New Jersey State law requirements (Ch. 78 P.L. 2011).

The Township will offer all fulltime employees the option to enroll in a 2035 plan in the Township. Any employee that elects to enroll in the 2035 plan offered will be required to contribute to their health benefits at the Tier 3 rates set forth in P.L. 2011, c. 78 after successful enrollment.

Section 2

Full-time employees will continue to be enrolled in the Township Dental Plan. The Employer will pay the full premium for the employee and one-half (1/2) the dependent unit premium. Enrollment in the dependent unit plan is optional to the employee. Supplementary dental service premium costs will be paid by the employee.

Section 3

Employer reserves the right to change these coverage's, including the right to change health insurance carriers, health care insurance plan or groups, and to make modifications to the aforesaid health care insurance plans from time to time as it appears to be in the best interest of the Township, provided however, that there is no reduction in the level of benefits that are in effect, or for future renewals of any insurance carriers or health care plans. Should there be any changes, the Township shall provide the Union forty-five (45) days' notice in advance of such change(s). At the time of notice, the Township shall provide the Union with the plan documents of both the in-force insurance and the proposed plan. Thereafter, in the care of any new health care insurance plan, said plan shall provide equivalent or better coverage than the predecessor plan.

Section 4

The Township does not provide for medical, prescription, dental or vision benefits for retirees.

ARTICLE X SICK LEAVE

Section 1

All permanent full-time employees covered by this Agreement shall be granted sick leave with pay of one working day for every month of continuous service on the basis of twelve (12) days (144 hours) per year. The amount of sick leave not taken shall accumulate from year to year. Upon anticipation of continued employment, sick leave will be available January 1. Sick leave will be prorated in the year of separation, termination or retirement.

Sick time will not accrue during an employee's leave of absence due to the sickness.

Upon retirement within the definitions of PERS, excluding deferred retirement, an employee with at least two years of continuous service, is entitled to one (1) day's pay for each two (2) days of accumulated sick leave, up to a maximum of sixty (60) days of pay, unless terminated following a conviction in a criminal court of a premeditated, indictable offense. All Employees hired after May 21, 2010 shall only be entitled to receive up to a total of \$15,000 of accumulated sick leave payment at the time of his/her retirement (excluding deferred retirement) in accordance with NJSA 40A:9-10.4.

No employee shall be paid for accumulated sick leave upon their voluntary resignation or termination of employment from the Township..

All payments for sick leave shall not exceed the New Jersey State Law cap.

If an employee exceeds sick leave usage, whether still employed, or upon termination or resignation said monies are to be deducted from his/her paycheck or final check, as the case may be. If it is not possible to pay owed monies out of the last check, the employee will owe the Township the remaining balance of the days.

Section 2

The Township may ask for a Doctor's note after an employee is out sick for three (3) consecutive work days or five (5) occurrences in a six (6) month period. An "occurrence" is from the first day off until the day the employee returns to work.

Section 3

In all cases of reported illness or disability, the Township Manager, or his/her designee through the EMS Coordinator, reserves the right to have a physician designated by the Township examine and report on the condition of the patient-employee. The Township will pay the costs of exams and related tests.

Section 4

During protracted periods of illness or disability, the Township may require interim reports on the condition of the patient-employee at weekly or bi-weekly periods from the employee's attending physician and/or a physician designated by the Township. When under medical care, employees shall conform to the instructions of the attending physician. Failure to comply with this Section may result in disciplinary action.

Section 5

In the case of a long-term illness or injury (which shall be defined to mean an illness or injury which is expected to prevent an employee from reporting to work for a continuous period of thirty (30) days or more or result in death,) which does not arise out of employment, an employee shall have the option of utilizing any accrued sick time, vacation time, holiday time or compensatory time in order to collect full pay.

Any disability pay received by the employee may be turned over to the Township, and the employee will be credited back with the amount of sick leave that is equivalent to the disability pay, based on an employee's actual gross rate of pay when the employee returns to work.

Leave of absence without pay may be granted for full-time employees. Normally, it shall be granted only when the employee has used their accumulated sick and vacation leave in the case of illness, or their vacation leave if leave without pay is requested for reasons other than illness.

The Township may pay up to three months' premiums coverage and, thereafter, the employee would be responsible for 100% of the cost of such coverage for a period of up to nine months. Coverage may be extended under COBRA for a period not to exceed 18 months. The 18-month period must include the leave of absence time.

Sick, vacation, and personal time shall not accrue during an employee's leave of absence.

Procedure

1. Written request for a leave of absence without pay must be initiated by the employee, favorably endorsed by the employee's Department Head and the Township Manager. Such leave shall not be approved for a period longer than six months at one time. The Township

Manager may extend such leave for an additional six months, or any portion thereof. The Township shall not extend leaves of absences beyond one year.

2. A request for any type of leave shall be made in writing to the Township Manager. Such request, whenever possible, shall be made for enough in advance to permit approval, and at the same time, to permit coverage for the particular employment so that municipal services shall not suffer.
3. The decision to grant or deny an unpaid leave of absence shall be at the sole discretion of the Township Manager.

The parties agree that an employee's prolonged absence from work because of an unrelated work injury or illness will not affect his/her seniority for the purpose of layoffs provided the employee has applied for, and has been granted, a leave of absence as provided by this Agreement.

Section 7

Accumulated sick leave may be used by an employee for illness in the immediate family, which requires attendance upon the ill family member. The term "immediate family" for purposes of this Section shall mean and refer only to the employee's spouse, civil union partner, child, parent; or unmarried brother or sister living with the employee or as set forth in *N.J.S.A. 34:11D-3 et seq.*

Section 8

All absences due to illness or disability shall be reported to the assigned desk employee as soon as is reasonably possible, but no later than one (1) hour and fifteen (15) minutes prior to the beginning of the employee's shift.

Section 9

Nothing in this Article shall preclude the Township from exercising any rights that it may otherwise have with respect to disabled employees who are injured on the job or off the job.

Section 10: Light Duty

The Township will make a good faith effort to accommodate requests for light duty work, for a period of time not to exceed thirty (30) days, from employees who are unable to perform the full range of their duties because of an on-the-job illness or injury.

Such employees must have a medical release from the physician whose care he/she is under which states any physical restrictions be expected to return to full level work within a reasonable amount of time. With medical authorization, the Township may require an employee to report for light duty regardless of previous work assignment.

Good faith efforts do not include assignments which interfere with or adversely affect other employees.

Notwithstanding the above, the Township Manager has the sole discretion to determine if light-

duty is viable for the operational efficiency of the Township and, regardless of this provision, has the authority to abolish the light-duty policy.

While on a light-duty assignment, the employee may not work for any other entity performing similar functions. If discovered, the employee shall be subject to discipline up to and including termination.

The Township may utilize the employee on light duty in any Department of the Township at its sole discretion.

ARTICLE XI BEREAVEMENT

Section 1

In the event of the death of a member of an employee's immediate family, no sick leave, or other leave benefits, shall be charged to the employee for the days necessary to settle personal affairs. There shall be four consecutive working days of leave, which shall be taken at a time reasonably related to the event of the death. The term "immediate family" for the purposes of this Article shall mean and refer only to the employee's spouse, civil union partner, child, parent/step-parent/guardian, sibling, parent/son/daughter-in-law, grandparents, grandchildren, and step-children.

Section 2

In the event an employee suffers the death of a grandparent-in-law, aunt, uncle, niece, or nephew, the employee shall be given three (3) days leave with pay. In the event that an employee is predeceased by a spouse, the employee shall be entitled to in-law bereavement time. In-law bereavement time shall terminate when the employee divorces. Bereavement time shall be charged in whole day increments.

ARTICLE XII JURY, MILITARY, MATERNITY AND OTHER LEAVES

Section 1

When called for jury duty, and for the duration of such service, an employee shall be entitled to temporary leave with pay for any day in which the employee is scheduled to work and a conflict exists. The Township shall have the right to request certification from the Clerk of the Court setting forth the period of such jury duty services.

Section 2

The Employer agrees to allow a reasonable period, with pay, to any employee who is called upon to testify in a legal proceeding in connection with said employee's official duties as a municipal employee provided a subpoena is legally served upon said employee. It is specifically agreed that an employee who is a plaintiff in any action or who is taking part in any action against the Township shall not be eligible for pay under this Section. Additionally, no employee shall be

eligible for paid leave if the employee is testifying in a matter against the Township's interests, unless subpoenaed by the State.

Section 3

Employees of the Township who are in the military service shall be entitled to paid leave when so required and to the extent provided by state and federal statutes. All requests for military leave must be made as soon as possible, or within seventy-two (72) hours after such receipts of orders. To be entitled to military leave, the employee must provide a copy of his/her orders to the Township.

Section 4

When a member of the NJFMBA first becomes aware of her pregnancy, she shall report the condition on a special report to the EMS Coordinator. The pregnant member shall wear the issued uniform with modification to allow for comfort while performing her duties as an EMT until such time her leave begins. When the term of pregnancy has ended the member shall have her attending physician complete a report recommending her to either return to full duty status, limited on duty status, or temporary off duty status.

Section 5 Leave without Pay

All full-time employees covered by this Agreement may be eligible for leave without pay for personal reasons. Any Leave without Pay must be submitted in writing to the EMS Coordinator and Township Manager no less than thirty (30) days prior to the start of said leave. The EMS Coordinator will review the request and recommend approval or denial dependent on the scheduling needs of the EMS Unit. The Township Manager retains the sole discretion to approve or deny any leave without pay. Approved Leave will not exceed one hundred and eighty (180) days. Falsification for the reason for Leave, or failure to promptly return at the expiration of said Leave without notification to the EMS Coordinator in writing will be considered as voluntary resignation. At the discretion of the EMS Coordinator, the Employee will undergo a practical examination of skills prior to returning to full duty with an FTO, Supervisor, or EMS Coordinator.

Section 6 Leave of Absence (Work Related Injury)

1. An Employee who suffers an occupational illness or injury approved by Employer's workers compensation insurer, which prevents the Employee from performing his or her duties, shall be entitled to a paid leave of absence at full regular pay for the period s/he is unable to perform his or her duties, to an accumulated maximum of three (3) months per incident/injury. During this period of time, all temporary disability payments received by the employee under the provisions of the Workers Compensation Act shall be paid to Employer. Employees shall not be eligible for a leave of absence with pay as specified in this section until the Employee has worked one hundred twenty (120) continuous calendar days. In such circumstances the newly hired employee shall be entitled only to the compensation required by the Workers Compensation Act.

2. An employee who utilizes leave pursuant to subparagraphs (A) shall not be employed elsewhere or for another employer for any reason during such leave.
3. The parties agree that an employee's prolonged absences from work because of job-related injury or disability will not affect his/her seniority for the purpose of layoffs provided the employee has applied for and been granted a leave of absence as provided by this Agreement. The parties also agree that the injured or disabled employee's anniversary date will not be changed due to absences caused by job-related injury or disability. Every effort shall be made to schedule all pre-approved medical appointments for workman's compensation injuries after the employee's normal scheduled work day. In the event that the employee is unable to schedule the appointment after work hours, then the employee shall make every effort to schedule medical appointments at the beginning or end of the employee's regularly scheduled work day. The employee shall not be charged with time spent at the pre-approved medical appointments. However, the Township reserves the right to contact the doctor's office to inquire about scheduling appointments after the employee's regularly scheduled work day.

ARTICLE XIII

DISCIPLINARY ACTION, DISCHARGE AND SUSPENSION

Section 1

The Township retains the right to issue a verbal or written reprimand to demote, suspend, or discharge any employee for **just cause**. Major Disciplinary actions may be appealed in accordance with the grievance procedure herein.

Disciplinary determinations and written responses will be provided within 30 days of the disciplinary hearing.

Section 2

Any employee, except a probationary employee, may appeal a major disciplinary action as set forth below.

Section 3

Discipline is categorized as either "major" or "minor," and the designation carries with it different consequences and different avenues of relief.

1. **Major Discipline.** Major discipline is defined as:
 - a. Suspension or fine of more than five (5) days or more than forty (40) hours;
 - b. Demotion;
 - c. Where an employee receives more than three (3) suspensions or fines of five working days or less in a calendar year.

Suspension Pending Major Discipline Any employee facing a major disciplinary action may be suspended with or without pay pending a requested hearing on the merits. An employee may be suspended immediately and prior to a hearing where it is determined that the employee is:

1. unfit for duty, or
2. is a hazard to any person if permitted to remain on the job, or
3. that an immediate suspension is necessary to maintain safety, health, order, or effective direction of public services, or
4. is formally charged with a crime of the first, second, or third-degree, or a crime of the fourth degree on the job or directly related to the job

Where suspension is immediate and is without pay, as shown above, the employee must (1) be apprised either orally, or in writing of why an immediate suspension is sought, (2) the charges and general evidence in support of the charges, and (3) provided with sufficient opportunity to review the charges and the evidence in order to respond to the charges before a representative of the Township. (*a.k.a.* a *Loudermill* Hearing). The response may be oral or in writing, at the discretion of the Township.

2. Minor Discipline. Minor discipline is defined as a formal written reprimand or a suspension or fine of five (5) or less working days or no more than forty (40) hours. The grounds for minor discipline are the same as those for major discipline.
3. Progressive Discipline
 - a. All employees are expected to meet the Township's work performance standards. The intent of the Disciplinary Action Procedure is to formally document problems and provide the employee with a reasonable time to improve performance.
 - b. The process is intended to encourage development by providing employees with guidance in areas that need improvements, such as poor work performance, attendance problems, personal conduct, general compliance with the Township's policies and procedures, and other disciplinary problems

Section 4: Grounds for Disciplinary Action

Many types of conduct may be grounds for disciplinary action, up to and including termination. They include, but are not limited to, the following:

1. Incompetency, inefficiency, or failure to perform duties;
2. Insubordination or the refusal by an employee to follow management's instructions concerning job-related matters even if issued by the Supervisor and delivered through another employee;
3. Inability to perform duties;

4. Chronic or excessive absenteeism or lateness;
5. Conviction of a crime;
6. Conduct unbecoming a public employee, including disorderly or immoral conduct;
7. Fighting or creating a disturbance among fellow employees
8. Neglect of duty;
9. Misuse of public property, including motor vehicles;
10. Sleeping on duty
11. Conviction of a crime;
12. False statements, misrepresentation, or fraud in application form, interviews, investigations, or any other matter concerning employment
13. Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked; provided that any regular member or officer of the police department who shall be absent from duty without just cause for a period of five days.
14. Repeated violations of Township policies and procedures or rules and regulations;
15. Falsification, misuse, or misappropriation of public records, including personnel records;
16. Discrimination that affects equal employment opportunity (as defined in N.J.A.C. 4A:7-1.1), including sexual harassment;
17. Violation of State and Municipal regulations concerning drug and alcohol use by all employees and testing of employees who perform functions related to the operation of commercial motor vehicles, and State and local policies issued thereunder; and
18. Other sufficient cause.

Section 5: Major Discipline

1. It shall be the policy of the Township that the Township Manager, may only hear major disciplinary matters in which the penalty is less than thirty (30) days. In those circumstances, the provisions set forth in Section (2) shall apply.
2. In major disciplinary matters in which the penalty is thirty (30) days or greater, including demotion or termination, the Township Manager shall serve as the hearing officer to hear the matter. The Hearing Officer and the parties will make every effort to hear the matter within ninety (90) days of the notice of appeal.
3. In these matters, the independent hearing officer shall be in control of the discovery period,

mediation sessions, and the date/schedule of the hearing.

4. Once the Hearing Officer has reached their decision, the employee's appeal process for major discipline shall be through the grievance procedure set forth in this Agreement;
5. Failure to request an Administrative Hearing. In the event that an employee does not file a written request for an appeal to the Township Manager in accordance with the provisions of this Policy, then the employee acknowledges and agrees that they shall have been deemed to have waived their right to appeal the imposed discipline and the charges and specifications.

Section 6: Preliminary Charges and Appeal – All Discipline

1. Discipline, whether major or minor, "is governed by principles of notice, due process and fundamental fairness." Thus, before imposing final discipline, the Township shall provide the employee notice of the charges against them and the opportunity to be heard, whether in person or in writing in the discretion of the Township on the charges
2. When an employee is presented with the preliminary notice of charges and specifications, the employee will have the option to accept the charges and penalty or request to be heard on the matter.
3. Nothing shall prohibit the employee from attempting to negotiate a reduced penalty.
4. Should the employee wish to be heard on the matter, they shall provide written notice of their intent to the Township Manager within five (5) business days of receipt of the final charges and specifications.
5. Failure to request an Administrative Hearing. In the event that an employee does not file a written request for an appeal to the Township Manager in accordance with the provisions of this Policy, then the employee acknowledges and agrees that they shall have been deemed to have waived their right to appeal the imposed discipline and the charges and specifications.
6. Should the employee disagree with the decision of the Township, they can appeal pursuant to terms set forth herein, except that the cost of hearing/arbitration will be the responsibility of the Union.

Section 8: Minor Discipline

If the Township Manager determines that a minor disciplinary matter will be heard internally, an informal meeting shall be held within thirty (30) days of the request for appeal. Once heard, the Township Manager will make a final determination within ten (10) days of the hearing.

Section 9: Other Disciplinary Actions

1. Oral and Written Reprimands Oral and Written reprimands shall not be the subject of an appeal unless the repetitive nature of the written reprimands would cause the discipline to rise to a major discipline.
2. Performance Improvement Plan Performance Action Plans (“PIP”) are intended to help under-performing worker address deficiencies in their job performance. The placement of an employee on a PIP does not constitute discipline and is not subject to appeal.
3. Last Chance Agreements Last Chance Agreements (“LCA”) are not subject to appeal as they are entered into the agreement voluntarily by the employee. By virtue of the terms of the LCA, the employee cannot appeal the imposition of any penalty outlined in the LCA, except as determined by the applicable laws of the State of New Jersey.
4. Probationary Employees Probationary or temporary employees may be removed from employment at the discretion of the Township without the right of appeal, except as determined by the applicable laws of the State of New Jersey.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1

A grievance is a dispute which may arise between the Township and an Employee (or an Employee through the NJFMBA) concerning application, meaning, or interpretation of this Agreement, and shall be settled in the manner set forth in this Article.

Section 2

An individual employee who has a grievance may orally present it to the lowest ranking supervisor who has the authority to resolve the grievance. The grievance must be presented within thirty (30) calendar days of its occurrence or when the employee reasonably should have known of its occurrence, whichever is later. If the grievance is not adjusted satisfactorily at this level and the employee wishes to continue with the grievance, it shall be presented by the authorized NJFMBA representative.

Section 3

When the NJFMBA wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall presented as follows:

Step 1: The NJFMBA representative or his/her duly authorized and designated representative shall present the grievance or grievances in writing to the EMS Coordinator or his/her duly designated representative. The EMS Coordinator shall answer the grievance in writing within seven (7) calendar days.

Step 2: If the grievance is not resolved at Step 1, or no answer has been received by the NJFMBA within the time set forth in Step 1, the grievance may be presented in writing to the Town Manager within fourteen (14) calendar days. The Town Manager shall answer the grievance in writing within fourteen (14) days.

Section 4

If the grievance is not resolved at Step 2, the NJFMBA may take the matter to arbitration by notification to the Town Manager within twenty (20) calendar days from the receipt of the Manager's decision. Application for the appointment of an Arbitrator shall be made directly to the New Jersey Public Employment Relations Commission according to PERC regulations, or both parties may mutually agree upon an Arbitrator. The cost of an Arbitrator shall be split equally between the Township and the NJFMBA. The Arbitrator shall be without power or authorization to make decisions, which requires the commission of an act which is prohibited by law or which is in violation of the terms of this Agreement. The Arbitrator's function shall be to interpret and apply the provisions of this Agreement. The arbitrator shall not add or subtract from the provisions of this Agreement. The Arbitrator's decision shall be binding.

Section 5

It is the intention of the parties to settle all differences between the Employer and the Union arising from the interpretation or implementation of this Agreement through the grievance procedures in accordance with the provisions of this Agreement. Therefore, the parties further affirm that, as set forth in Article V, Section 3 (and subject to the penalties therein), Employer agrees that it will not lock out its employees, and the Union agrees that it will not sanction, nor will its members engage in a strike, slow down, or work stoppage during the life of this Agreement, or during negotiations not under contract.

Section 6

The time limits set forth herein shall be strictly adhered to. The parties may waive the time limits for any Step herein by written mutual consent executed by the representatives for all affected parties. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement, which might be pertinent and render his award in writing which shall be final and binding. The arbitrator's decision cannot add to, subtract from, or modify this contract. The expense of the arbitrator shall be borne equally by both parties. All other costs shall be paid by the party incurring same.

The arbitrator shall not be permitted to hear and decide more than one (1) grievance at a time, unless both parties to this contract agree.

The arbitrator shall be bound by the provisions of this Agreement and Constitution and laws of the State of New Jersey and shall be restricted to the application of the facts presented to him/her in the grievance. The arbitrator shall not have authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendments or supplements thereto.

ARTICLE XV SENIORITY

Section 1

Seniority shall be defined as length of continuous service as a permanent full time employee within the bargaining unit.

Section 2

1. In case of a layoff, the required reductions shall be made in such job classification(s) as directed by the Township Manager with the least senior employees in the job classification(s) being laid off first.
2. Where employees are laid off and an opening occurs for reemployment within two (2) years, employees on layoff shall be recalled within job classification in the order of seniority. If the person recalled does not accept the position within one (1) calendar week of notification, he/she shall be considered to have resigned.
3. A senior employee may, in order to retain his/her employment, "bump" a junior employee within the same, or lower salary grade, or similar job title who has less seniority provided such senior employee is qualified to hold the position. An employee(s) step in grade shall not be a consideration in the layoff process. Management shall determine the employee(s) right to bump based on their ability to perform the essential job requirements. Management has the right to determine the employee's ability to perform the essential job requirements through either an interview process or testing procedure.
4. There shall be a forty five (45) day notice given to the Union and the employee(s) being laid off, with a letter of the names and titles of the employees within the bumping employee(s) grade and lower who may be subject to the bumping process, and the employee(s) that could be affected will get the same letter. The bumping process for the affected employee(s) will take place and be completed by the end of the initial forty five (45) calendar day notice, in which time the affected employee(s) will no longer be employed by the Township.
5. In determining layoffs and bumping rights when two or more employees have the same date of hire, the following shall determine the tiebreaker:
 - a. Any and all prior continuous service immediately before becoming a permanent employee; or
 - b. If the tie is not broken by the formula set forth in Section 5(a) above, then the tie shall be broken by referring to the month and day of birth of the employees; the person with the earlier month and day of birth shall be the winner of the tie.
6. No part-time, temporary or summer employees shall be hired into a classification from which full time employees are subject to recall.

Section 3

The filling of all newly created or vacated positions shall be within the reasonable discretion of the Employer.

Section 4

All positions to be filled in accordance with Section 3 of this article shall be posted for fourteen (14) business days. A decision shall be made thirty (30) calendar days after the close of the application period, or the Township shall provide notice to the Union of its withdrawal of the posting. If an existing employee is awarded the position, he/she shall have a sixty (90) day trial period. If said employee is found to be unqualified/unfit to perform the duties of a full-time employee during the sixty (90) day trial period, it is up to management whether to release from employment, or return to *per diem* status. If said employee has proven to the Employer to be qualified after the trial period, then the employee shall be made permanent.

ARTICLE XVI UNIFORMS

Section 1

All fulltime employees shall, upon hiring, be issued two (2) long sleeve $\frac{3}{4}$ button shirts, two (2) short sleeve $\frac{3}{4}$ button shirts, two (2) pairs of cargo pants, one (1) $\frac{3}{4}$ zip job shirt, one (1) raincoat with liner, one (1) pair of boots, and one (1) belt, and if not issued one (1) winter coat. In the event that an issued uniform item is damaged during the course of work performed, the Township shall replace said uniform item at no cost to the Employee.

Section 2

The Township shall, on a yearly basis, provide each full-time employee one pair of replacement pants. One (1) short sleeve $\frac{3}{4}$ button shirt, and one (1) long sleeve $\frac{3}{4}$ button shirt will be provided every two years. No other uniform items will be replaced from the initial issue.

The Township will provide a shoe allowance in the amount of a \$150.00 stipend for boot replacement in the first month of the year. The employees are required to wear ANSI certified safety work shoes while at work. The style of the work shoe shall be chosen by the employee, with prior approval of the EMS Coordinator. In the event that an employee requires a specific work shoe in accordance with a documented medical need, the said specific cost of the specialized shoe shall come out of the annual allowance.

ARTICLE XVII SALARIES AND WAGES

Employees covered by this Agreement shall receive the following wage increases:

1. Effective April 1, 2024, and retroactive to said date, employees covered by this Agreement shall receive the base salary as set forth in Appendix A

2. Effective January 1, 2025, employees covered by this Agreement shall receive a 2.75% increase to their annual base salaries.

3. Effective January 1, 2026, employees covered by this Agreement shall receive a 2.75% increase to their annual base salaries.

The starting salary for all fulltime employees is \$46,000.00. It is the intention of the Employer in cooperation with Union to start all new employees at the above established salary. Exceptions to this policy, if they should occur, shall be communicated in writing to the Union. An exception shall be based upon a new employee's prior work experience related to the job for which the new employee is being hired.

Each year's salary guide is set out in **Appendix A** attached hereto as may be amended by the appropriate Township governing body from time to time.

ARTICLE XVIII TRAINING AND CONTINUING EDUCATION

Section 1

The Township agrees to cover the cost of mandatory recertification of the employee's EMT and CPR training up to instructor level certification. If an employee has obtained an instructor level certification, that employee will be authorized to provide recertification for the employees within the unit, and other agencies within the Township (police, fire, OEM, etc.). The expenses incurred for instruction of such classes, including salary of the instructor, equipment, and training supplies will be paid by the Township. Training will be in accordance with NJ OEMS guidelines, and overseen by the medical director and EMS Coordinator.

Section 2

Should an employee desire to enroll in a work-related non-college course, workshop, or seminar, such employee may submit a request to the Township Manager. The Township Manager in his/her discretion may approve those courses, or workshops provided that the continuing education will benefit the Township, it is related to the Employee's work, and the funds are available. In the event the employee desires to enroll in a course approved by the Township Manager, the Township will pay for the cost of enrollment. Employees must obtain advanced approval in order to be eligible. Proof of attendance, when available, shall be submitted after the employee has taken the course, workshop, or seminar. In the event that a course, workshop, or seminar had been paid for in advance and the employee fails to attend said course, workshop, or seminar the employee will reimburse the Township for the expense.

If an employee leaves the employ of the Township within one year from the date of payment of the course, the employee shall reimburse the Township for 100% of the cost of the course paid by the Township. If an employee leaves within 2 years, he/she shall reimburse the Township for 50% of the cost of the course.

**ARTICLE XIX
SAVINGS CLAUSE**

Section 1

It is understood and agreed upon that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement of the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2

If any provisions are held invalid as set forth in Section 1 above, the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

**ARTICLE XX
FURTHER NEGOTIATIONS**

Prior to the ending date of this Agreement, pursuant to the regulations of New Jersey Public Employment Relations Commission, the parties shall confer, at mutually agreed upon times and places for the purposes of effectuating, if possible, a new or a continuation of the within Agreement.

**ARTICLE XXI
DURATION OF AGREEMENT**

Section 1

This Agreement shall be in effect from January 1, 2024 up to and including December 31, 2026.

Section 2

This Agreement constitutes the entire Agreement between the parties of all issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.

Section 3

Any modification of this Agreement shall be by mutual agreement between the parties. Such modifications, if agreed upon, shall be reduced to writing, signed by authorized representatives of both parties, and shall become a part of this Agreement as if negotiated herein.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the Parties caused this Agreement to be signed by their respective officers duly authorized, and have caused this Agreement to be dated as of the day and year set forth with their signatures below.

Witness

NJFMBA Local 387

Caroline Shuff

By: 

Fernando Salas, Local 387 President

DATED:

Witness

NJFMBA Local 387

Caroline Shuff

By: 

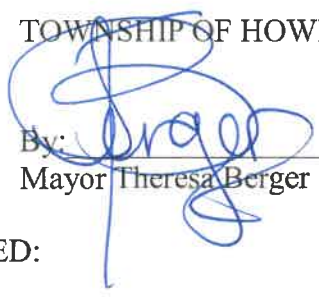
Caitlin Hrudowsky, Local 387 Secretary

DATED:

Diane Festino

Diane Festino, RMC

TOWNSHIP OF HOWELL

By: 

Mayor Theresa Berger

DATED:

Appendix A

Employee	Salary- 2023	2024	2025	2026
Salas	48,500	52,500	53,944	55,427
Gale	47,000	52,500	53,944	55,427
Hrudowsky	46,000	50,000	51,375	52,788
Reed	46,000	50,000	51,375	52,788
Nowacki	46,000	50,000	51,375	52,788
Mazzo	46,000	50,000	51,375	52,788
Vanderventer	47,000	50,000	51,375	52,788