

AGREEMENT

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

&

INTERNATIONAL ASSOCIATION OF EMT'S AND PARAMEDICS

LOCAL R2-75

An Employee Representative

Effective January 1, 2005 through December 31, 2009

Changes are in **Bold**

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This Agreement, dated **October 14, 2005**, by and between the City of Vineland, a municipal corporation of the State of New Jersey, hereinafter referred to as the “City” and the International Association of EMT’s and Paramedics Local R2-75, Vineland, NJ, hereinafter referred to as the “Association”.

Article 1 - Recognition

It is the intention of the parties that this Agreement be construed in harmony with New Jersey statutes, **New Jersey Department of Personnel (NJDP)** rules and regulations, City Ordinances and Health Department, Emergency Medical Service (**EMS**) rules and regulations, but no City ordinance or Health Department, **EMS rule and regulation** shall amend or alter any **provision of this Agreement**.

The City recognizes the **Association** as the sole and exclusive representative of those certain employees of the Health Department for the purpose of collective negotiations concerning wages, salaries and other terms and conditions of employment. For the purposes of this Agreement, an employee or employees are those employees in the following titles pursuant to the Certification Docket No. RO-2000-84 by the State of New Jersey, Public Employment Relations Commission dated March 31, 2000, as authorized by the New Jersey Employer-Employee Relations Act of 1968, and as amended, as follows:

All emergency medical technicians and senior medical technicians employed by the City of Vineland, Health Department; but excluding all non-supervisory firefighters, all paid firefighters, fire chief, the emergency medical service supervisor, managerial executives, confidential employees, police employees, professional, craft employees, and all other employees employed by the City of Vineland.

Benefits for part-time employees are specified in City Policy, and shall not exceed those provided by any State or Federal law.

Article 2 - Tour of Duty

§1. For the purpose of this Agreement, a tour of duty shall consist of a 12 consecutive hour work period. The City has a managerial prerogative to hire personnel to work a flexible schedule to meet departmental needs. One flexible full-time position shall be scheduled on a voluntary or least seniority basis for every 12 full-time positions.

§2. **With the exception of flexible scheduled employees, a full-time employee’s regular schedule shall ordinarily consist of two-on, two-off, three-on, two-off, two-on, three-off**

commencing January 2, 2006. Employees who work during the change from standard to daylight savings time will work one additional hour at the conclusion of the scheduled tour of duty.

- §3. **Full-time employees shall be assigned to permanent day or night platoons with one Sr. EMT assigned to each platoon. Full-time employees shall be scheduled to day or night platoons by seniority, with Senior EMTs bidding first on their shifts, then EMTs bidding on remaining open shifts. If any permanent shifts become open, management shall post such opening to all full-time employees. Such posting shall remain in place for at least two weeks to allow all full-time employees to bid for such shifts. Thereafter, the shift shall be filled from a written request to an EMS supervisor by a full-time or newly hired full-time employee. Part-time employees shall be scheduled for work based on the availability of open shifts after all full-time employees have been scheduled for their normal shifts. Part-time employees shall submit a calendar of availability by the fifteenth day of each month for the following month's schedule. Each part-time employee will be assigned a maximum of 48 hours each month based on submitted availability. All remaining open shifts will be assigned based on the overtime standards set forth in this Agreement. Transfers between platoons shall be on a voluntary basis, except for transfers necessitated by concerns for patient care and discipline.**
- §4. **After a six-month trial period, the City shall have the right to revert back to the method of scheduling that was in place prior to the execution of this Agreement upon 30 days notice given to the Association with the concurrence of the EMS Chief, Director of Health and the Business Administrator. The Association specifically waives any rights it may have to file a grievance or an unfair labor practice charge against the City, or to demand bargaining in the event the City reverts back to the prior schedule. However, such waiver shall not apply to any subsequent changes in the schedule.**

Article 3 - Management Rights

- §1. **It is recognized that the management of the City, the control of its properties, and the maintenance of order and efficiency, is a right and responsibility of the City. Accordingly, the City hereby retains and reserves unto itself, or through and by the EMS Chief, Director of Health or designees, without limitation, 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, including, but without limiting the generality of the foregoing, the following rights not inconsistent with the terms and conditions of this Agreement or aforesaid laws of the State of New Jersey or United States:**
- a. the executive management and administrative control of the City and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;**

- b. the determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees subject to NJDOP regulations;
- c. the reprimand, suspension, demotion or discharge of employees or other disciplinary action;
- d. the transfer, assignment, reassignment, layoff or recall of employees to work, subject to NJDOP regulations;
- e. the determination of the number of employees and of the duties to be performed, in accordance with applicable NJDOP regulations, and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;
- f. the maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;
- g. the determination of staffing patterns and areas worked, hours of operation, the control and regulation of the use of facilities, supplies, equipment, materials and other property of the City;
- h. the determination of the number, location and operation of divisions, departments, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
- i. the determination of the amount of overtime to be worked;
- j. the determination of the methods, means and personnel by which its operations are to be conducted;
- k. the determination of the content of work assignments;
- l. the exercise of complete control and discretion over its organization and the technology of the performance of its work;
- m. the making, maintenance and amendments of such operating rules as it may from time to time deem best for the purposes of maintaining order, safety or the effective and efficient operation of the work of the City; and

§2. The City shall have the right at all times to enforce rules, regulations, policies or other statements of procedure not inconsistent with this Agreement, notwithstanding the act, whether active or passive, of the City in refraining from doing so at any time. The act of the City at any time in refraining to enforce said rights shall not be construed as having created a custom or practice contrary or as having waived or modified said rules, regulations, policies or other statements of procedure.

§3. The City may suspend, discharge or demote an employee for sufficient and reasonable cause. All discipline is governed by the NJDOP. Discipline of employees in excess of five days or the equivalent thereto not to exceed 40 hours is subject to a departmental hearing if requested by the employee.

§4. **All disciplinary actions against employees shall be initiated in a timely manner as dictated by the nature of the offense, typically 45 days. Incidents involving criminal conduct or extraordinary circumstances (e.g. matters part of an ongoing investigation**

or which could not reasonably have been discovered and charged by management within 45 days) may result in the issuance of disciplinary charges beyond 45 days. The serving of suspensions shall not be inconsistent with NJDOP regulations.

Article 4 - Fair Labor Standards Act

The City is required to comply with the provisions of the Fair Labor Standards Act (FLSA). It is further agreed and understood that such compliance may take the form of:

- a. Offering compensatory time in lieu of paid overtime.
- b. Defining "time worked" for purposes of compliance with the Act.
- c. Adjusting schedules so that no automatic "overtime" liability is incurred.
- d. Taking any other actions necessary to insure compliance with the Act as it is now or may be amended in the future.

Article 5 - Association Representatives and Members and Delegates' Rights

- §1. Authorized **Association** representatives, whose names shall be filed in writing with the Director of the Department of Health shall be permitted to visit the administrative offices of the Department of Health for the purposes of processing grievances. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the EMS Chief or designated representative. **Association** representatives shall not interfere with the normal conduct of the work of the Department of Health and or EMS Division.
- §2. The City agrees to grant the necessary time off with pay not to exceed 24 hours for the delegate and alternate as submitted to the EMS Chief by the **Association** to attend the national convention with a minimum 30 day notice.
- §3. Pursuant to N.J.S.A. 11A:6-10, the City agrees to grant a leave of absence with pay to the duly authorized representatives of the **Association** to attend the national convention of such organization. A certificate of attendance to the national convention shall be submitted by the representatives so attending. Leave of absence shall be for a period inclusive of the duration of the convention. The duly authorized representatives shall not be required to return to work until his/her next full scheduled work shift.
- §4. **Full-time employees who, by mutual agreement between the City and the Association, participate during working hours in collective bargaining meetings and grievance hearings shall suffer no loss of pay. Full-time employees shall be allowed one-half (1/2) hour prior to and one-half (1/2) hour after the meeting is over as excused time from work. They shall give their supervisor reasonable notice of their desire to attend such**

meetings. It is understood, however, that except for the foregoing, nothing shall be done which shall interfere with the work of any employee or department.

Article 6 - Check-Off and Agency Shop

- §1. Pursuant to N.J.S.A. 52:14-15.9e, employees who are Association members may authorize voluntarily and in writing to the proper disbursing officer of the City to have customary dues deducted from their compensation and paid to the Association.
- §2. Pursuant to N.J.S.A. 34:13A-5.5, employees who choose not to be Association members shall have deducted from their compensation a representation fee in lieu of dues up to 85% of regular membership dues, fees and assessments paid by Association members for services rendered by the Association. Said deduction will commence as soon as practicable after the employee's 60th day of employment in a bargaining unit position. Said monies, together with records of any corrections, shall be transmitted to the Association Office during the month following the monthly pay period in which deductions were made.
- §3. A check-off shall commence for employees who sign a properly dated authorization card, supplied by the Association and approved by the City during the month following the filing of such card with the City.
- §4. If during the life of this Agreement there shall be any change in the rate of membership dues, the **Association** shall furnish to the City one month's written notice prior to the effective date of such change.
- §5. The **Association** agrees to furnish the City with a copy of its "demand and return system" which must be established and maintained by the **Association** in accordance with the law.
- §6. The **Association** shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out or by reason of any action taken in making deductions and remitting the same to the **Association** pursuant to this Article.
- §7. Any written authorization required herein may be withdrawn at any time by the filing of a notice of such withdrawal with the above-mentioned disbursing officer, and deduction authorization cannot again be effected for a period of three months.

Article 7 - Bulletin Boards

- §1. The City agrees to furnish suitable bulletin board space (approximately 24" x 36") at Station No. 1 for exclusive **Association** use.
- §2. The **Association** agrees to limit its postings of notices and bulletins to such bulletin boards.
- §3. The **Association** agrees that it will not post material which may be profane, derogatory to any individual, or constitute public election campaign material. All bulletin notices shall be signed by the **Association** President or designee.
- §4. Any material which the City alleges to be in violation of this Agreement shall be promptly removed by the **Association**. The matter will then be subject to the grievance procedure for resolution.
- §5. **Association** bulletins shall be maintained in a neat and orderly fashion by the **Association** representative.

Article 8 - Nondiscrimination and Personnel Records

- §1. **The City and the Association shall apply the provisions of this Agreement equally to all employees without discrimination as to race, creed, color, national origin, ancestry, age, sex, marital status, familial status, religion, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, disability, liability for service in the United States Armed Forces or any other classification protected by Federal or State law.**
- §2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- §3. The City agrees not to interfere with the rights of employees to become members of the **Association**. There shall be no discrimination, interference, restraint or coercion by the City or any City representative against any employee because of **Association** membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or of this Agreement.
- §4. The **Association** recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- §5. Personnel Records. Each employee shall receive a copy of any reprimand placed in his/her personnel file and has the right to examine his/her file at any time mutually convenient to the employee and the designated custodian of the file.

§6. The personnel records of employees shall be kept in a locked cabinet at all times. The Director of the Department of Health and the EMS Chief shall be the only personnel to have access to these personnel records.

§7. Medical records are covered by the Federal Confidentiality Act and can be released pursuant to City Policy. Employees may discuss City Policy with their Department Head.

Article 9 - No-Strike Pledge

§1. Public employees are precluded from participating in a strike, slowdown, walkout or other job action. If an employee participates in an attempt to strike, to slowdown, walkout or other job action, the employee will be subject to disciplinary action.

§2. Nothing contained in this Agreement shall be construed to limit or restrict the City in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the **Association** or its members.

Article 10 - Wages

Wages will be paid in accordance with Exhibit "A" - Wage Schedule. The wages outlined in Exhibit "A" will be retroactive to January 2, 2005. Wages are calculated on an hour for hour basis in accordance with the FLSA.

Article 11 - Pay Period

§1. **The City shall, in its discretion, pay employees weekly or bi-weekly on the applicable Friday, provided that weekly or bi-weekly pay is instituted for all City employees and 60 days notice is given to employees. Should payday occur on a holiday, paychecks shall be issued on the day preceding the holiday.**

§2. **The City shall endeavor to provide as much information on the paychecks that the employees desire within the capabilities of the computerized payroll system. Pay receipts currently specify:**

- a. base pay.**
- b. overtime pay.**

- c. **other payments, hours and entitlements.**
- d. **accrued benefit time.**
- e. **deductions.**

Article 12 - Vacations

§1. Full-time employees shall receive the following annual vacation leave with pay, except as otherwise provided:

- a. 10 hours for each month up to one year of service.
- b. 156 hours after one year and up to five years of service.
- c. 180 hours after five years and up to thirteen years of service.
- d. 240 hours after thirteen years of service.

Part-time employees shall receive 12 vacation leave hours for every 219 hours worked.

Vacation leave shall be taken in six hour increments only.

§2. Vacation leave shall be taken in the year earned. Should any vacation leave not be granted and taken due to the pressure of EMS business, as determined by the Director of the Department of Health and approved by the Business Administrator or designee, such vacation leave shall accumulate, be granted and taken during the succeeding calendar year only. Full-time employees shall not accrue vacation leave while out from work due to a worker's compensation injury. Full-time employees may carry over any vacation leave not used due to a worker's compensation injury to be used within the first three months of returning to work during the following calendar year. Notwithstanding the above, full-time employees may carry over 12 vacation hours to be used within the first three months of the following year.

§3. Vacation leave shall be granted in accordance with the desires of employees, so far as practicable. Employees shall submit vacation requests at least 14 days in advance. Preference for vacation leave shall be given in order of seniority.

§4. Employees commencing employment during the first 15 days of the month shall be credited with having worked a full month for vacation accrual. Employees commencing employment after the fifteenth day of the month shall not be credited with working said month for vacation accrual.

§5. Earned and unused vacation leave shall be paid to employees terminating employment. Vacation pay shall be proportional to the earned and unused vacation leave accrued monthly during the year of termination. Employees terminating employment during the first 15 days of a month shall not be credited with having worked a full month for vacation accrual. Employees terminating employment after the fifteenth day of the month shall be credited

with working said month for vacation accrual. Vacation pay shall be based on the employee's regular base rate of pay.

§6. Notwithstanding the above, employees may not use vacation leave until completing 90 days employment with the City, unless in the event of extraordinary circumstances, the Division Head or designee approves such use. Vacation leave unable to be used due to the 90 day provision shall be carried over to the succeeding year.

§7. Selection and Scheduling of Vacation.

The selection and scheduling of vacation leave shall begin October 1 and end November 1 of the preceding calendar year. Vacation leave selection shall be as follows:

- 1. Senior EMTs will have the first selection of their choice.**
- 2. EMTs will have the first selection by seniority from the remaining days.**
- 3. Remaining unselected and unscheduled vacation leave will be submitted at least 14 days in advance on a first come, first served basis, seniority excluded.**

Article 13 - Holiday Pay

§1. **This benefit has been eliminated through negotiations for full-time employees.**

§2. **Part-time employees shall receive an additional one-half (1/2) of wages for the following holidays worked:**

New Year's Day	Columbus Day
Martin Luther King Day	General Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

Article 14 - Education and Training Incentives

§1. **The base salaries in Exhibit "A" shall reflect the successful attainment of college credits, provided said college credits are those earned under an accredited EMS, EMS Management or Paramedic program. Full-time employees must submit a certificate of successful attainment of credits before any salary adjustment is made. Education increments shall be incorporated in the full-time employee's salary by the City on or about the first day of February or the first day of July following the attainment of approved credits.**

§2. The City recognizes that employees must be New Jersey EMT certified. The City shall reimburse full-time employees and part-time employees who work at least 1,872 hours per year for only those continuing education units needed to recertify an EMT up to \$200 per year. To receive reimbursement for the continuing education units, the full-time employee must submit a certificate of successful completion to the Department Head or designee, along with a receipt from the educational program for the course provided. The City will reimburse for continuing education unit courses approved by the Certifying Agency, the New Jersey Department of Health, Office of Emergency Medical Services, said course reimbursement to be in accordance with City EMS Division Policy. Continuing education units should be of a nature and description that benefit the City, EMS and quality of care provided to the residents of the City.

Management will make every effort to allow full-time employees 24 unpaid hours of prearranged class time in a given year to fulfill EMT recertification requirements, provided Management receives 30 days notice to for any recertification course. This only applies to a full-time employee who will lose certification by missing a particular course. Where a full-time employee could take a course at a later time and not lose certification, the request will be disallowed.

§3. The City acknowledges that some full-time employees do not receive their recertification cards on time due to processing time of course paperwork at the State of New Jersey Department of Health, Office of EMS. In such cases where EMT certification lapse is imminent, the full-time employee must show completion of the required Continuing Education Units at least 90 days prior to certification lapse and advise the EMS Chief if the certification has not been received within 30 days prior to certification lapse. If certification lapses after such notice to the EMS Chief, full-time employees may use benefit time to ensure pay for work missed.

§4. The City, with the involvement of the Association and EMS Management, will explore ways to offer in-house continuing education to full-time employees.

Article 15 - Travel Allowances

§1. The City shall reimburse employees for their necessary travel expenses incurred while on City business consistent with the Travel Policy of the Policy Manual. Employees are expected to work the length of a normal work day while traveling, and no overtime shall be worked unless authorized and pre-approved by the Department Head. Should the Travel Policy adopted on January 2, 2003 be revised, the benefits granted by it shall not be diminished.

§2. Employees shall be reimbursed mile for mile for the use of their personal vehicles while on City business at the prevailing IRS rate. A travel log shall be maintained by each

employee and submitted no later than one month following said travel to the Department Head for reimbursement.

Article 16 - Court Time

§1. Any full-time employee required to appear during non-working hours in any court of competent jurisdiction, including New Jersey State Departmental Divisional hearings, on City related business as directed by the EMS Chief or designee, shall be compensated on an hourly basis at the overtime rate of pay. **Litigation between a full-time employee and the City shall not be considered City business.**

§2. A full-time **employee** paid for a court appearance by a third party shall not receive any payment from the City, and no time payment will be credited under FLSA.

Article 17 - Sick Leave

§1. Service Credit for Sick Leave. Employees shall be entitled to sick leave with pay as specified hereunder.

- a. Sick leave for purposes herein is defined to mean absence from duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of the position. Sick leave may be used by employees who are unable to work because of:
 - i. Personal illness or injury.
 - ii. Exposure to contagious disease.
 - iii. Care, for a reasonable period of time of a seriously ill member of the employee's immediate family. "Immediate family" is defined by N.J.A.C. 4A:1-1.3 as employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household. In addition, the City recognizes step-father, step-mother and step-child to be part of the immediate family.
 - iv. Death in the full-time employee's immediate family for a reasonable period of time.
- b. If a full-time employee is incapacitated and unable to work because of an injury or illness sustained in the performance of his/her duties, as evidenced by a Certificate of a City-designated physician or other physician acceptable to the City, he/she shall not be charged annual sick leave with pay or any accumulations thereof, but be granted leave of absence with pay for a period of 365 calendar days or so much thereof as may be

required, but not longer than a period of which worker's compensation temporary disability payments are allowed.

If at the end of such leave the full-time employee is unable to return to duty a Certificate from the City-designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he/she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that the combined compensation payments and sick leave allowance will approximately equal the full-time employee's regular basic wage or salary payment.

During the period in which the full salary or wages of any full-time employee on disability leave is paid by the City, any compensation payments made to or received by or on behalf of such full-time employee shall be deducted from the amount carried on the payroll for such full-time employee or shall be assigned to the City by the insurance carrier or the full-time employee.

Whenever the City-designated physician or physician acceptable to the City shall report in writing that the full-time employee is fit for duty, such disability leave shall terminate and such full-time employee shall forthwith report to duty.

Furthermore, if a full-time employee, during the period of his/her disability is fit to perform "other" light duties, the City may, at its discretion, allow or require such full-time employee to perform these light duties. The full-time employee's ability to perform such light duties shall be determined by a City-designated or other physician acceptable to the City. A full-time employee can use sick leave on account of stress or anxiety if supported by a letter from a treating physician. If full-time employees feel that they are in need of counseling, they may avail themselves to the Employees Advisory Services.

- d. Full-time employees on injury leave resulting from injury while on-duty shall continue to accrue sick leave benefits while on the payroll.
- e. Full-time employees on injury leave who are able to perform light duty assignments must notify the City of their ability to perform light duty assignment. In the event light duty assignment is not available, then the full-time employee may be assigned to light duty assignment in another City department.

§2. Amount of Sick Leave. The minimum sick leave with pay shall accrue to any full-time employee as follows:

- a. Up to one year of service:
A full-time employee commencing employment during the first 15 days of the month shall earn eight hours, and a full-time employee commencing employment after the fifteenth day of the month shall earn four hours for said month. Thereafter, sick leave with pay shall accrue to any full-time employee on the basis of eight hours per month during the remainder of the first calendar year of employment rounded to the nearest six hour increment as follows:

Month 1:	6 hours	Month 7:	6 hours
Month 2:	12 hours	Month 8:	12 hours
Month 3:	6 hours	Month 9:	6 hours
Month 4:	6 hours	Month 10:	6 hours
Month 5:	12 hours	Month 11:	12 hours
Month 6:	6 hours	Month 12:	6 hours

- b. After one year of service:
120 hours in every following calendar year pursuant to N.J.A.C. 4A:6-1.3, as long as the full-time employee remains actively employed. If the full-time employee terminates, the 120 hours shall be pro-rated at 10 hours for each full month of employment.
- c. **Part-time employees shall receive 12 sick leave hours for every 274 hours worked.**

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.

§3. Reporting of Absence on Sick Leave. An employee who is absent for reasons that entitle him/her to sick leave shall notify on-duty staff at Station 1 or in their absence Station 2, prior to the employee's starting time.

- a. Failure to so notify may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- b. Absence without notice for two consecutive tours of duty shall constitute a resignation not in good standing.

§4. Verification of Sick Leave. An employee who has been absent on sick leave for two or more consecutive tours of duty or totaling more than three tours of duty in one calendar year, may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the City. Furthermore, the City may require such employee to be examined by a City-designated physician at the expense of the City.

- a. In case of a leave of absence due to exposure to contagious disease, a certificate from the City physician or a physician acceptable to the City shall be required prior to the employee's return to work.
- b. The City may require an employee who has been absent because of personal illness, as a condition of return to work, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing normal duties and that his/her return will not jeopardize the health of other employees.
- c. Any employee who suspects that illness is caused by exposure to contagious diseases, while in the course of employment, should report potential claim to the Personnel Office through the work station supervisor.

- d. Full-time employees on sick/injury leave shall not be gainfully employed elsewhere.

Article 18 - Funeral Leave

- §1. Full-time employees shall receive leave with pay for up to a maximum of 36 hours in the event of the death of the full-time employee's spouse, father, mother, step-father, step-mother, grandfather, grandmother, son, daughter, step-child, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandchildren and grandparents of the spouse. In the event funeral services for the deceased hereunder are held at a distance greater than 350 mile radius from the City of Vineland, then such funeral leave shall be for up to a maximum of 48 hours.
- §2. An on-duty full-time employee who is notified of a death covered hereunder shall be excused from the remainder of the shift.
- §3. **To be eligible for funeral leave, the full-time employee must attend the funeral services. At the discretion of the full-time employee, funeral leave shall be contiguous and consecutive to either the date of death or the date of the funeral services, whether the days are working or non-working. Funeral leave requests shall be subject to the approval of the Supervisor or the Chief, which shall not be unreasonably denied.**

Article 19 - Personal Leave

- §1. The City shall grant 36 personal leave hours annually to full-time employees subject to the following conditions. Personal leave shall be granted by the City upon three calendar days prior written request of the full-time employee, which request shall be in accordance with Division Policy. Said request shall be granted, at the discretion of the Director of the Department of Health or designee, so long as the full-time employee's absence can be granted without interference with the proper conduct of the Department. In the event special, extraordinary circumstances exist, the three day written notice provision hereof may be waived at the discretion of the Division Head or designee. Personal leave shall not accumulate. If an emergency requires calling into work of a full-time employee from scheduled and approved personal leave, or if the full-time employee voluntarily makes oneself available for work during an emergency on scheduled and approved personal leave, then in that event, the personal leave shall be rescheduled.
- §2. **Full-time employees shall earn nine personal leave hours quarterly provided the employee is on the payroll for at least 60 consecutive days between each three month period as follows:**

- a. **January 1 and March 31.**
- b. **April 1 and June 30.**
- c. **July 1 and September 30.**
- d. **October 1 and December 31.**

Notwithstanding the above, any personal **leave** allowed but not earned under the **three** month criteria will be deducted from the full-time employee's final pay check.

The above applies to new full-time employees, except that they may not use earned **leave** until the completion of 90 days employment with the City. In the event that special extraordinary circumstances exist, the full-time employee may use said personal **leave** prior to the completion of said 90 day employment upon approval of the Division Head or designee. Should a full-time employee be unable to take time off because of the 90 day provision, said eligible time will be allowed to be carried over to the succeeding year.

Article 20 - Leave of Absence and Military Leave

- §1. Leave of Absence. A full-time employee desiring leave without pay for personal reasons shall make a written request to the Director of Department of Health not less than two weeks in advance of the date for which such leave is desired, stating the reasons for the leave and the time requested. Full-time employees may not be gainfully employed during a leave of absence. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be cause for termination. Leave shall be granted or denied in writing at the discretion of the City.
- §2. Military Leave. Full-time employees shall be granted military leave to fulfill the requirements of "regular annual active duty" for training with any National Guard or Reserve Unit of the United States Military. The full-time employee shall be paid regular pay during the period of military training. If a full-time employee is called up for "active duty", the City shall make up the difference in the full-time employee's regular pay and that paid by the above mentioned services. Full-time employees shall also receive the benefits of Federal and State statutes regarding military leave in their present state or as they may be amended.
- §3. Family Leave. Pursuant to the Family and Medical Leave Act of 1993 (FMLA), which went into effect on August 5, 1993 and or employees covered by a current collective bargaining agreement (February 5, 1994), employees who have worked at least 1,250 hours during the preceding 12 months are eligible to receive an unpaid leave of absence for a period not to exceed 12 weeks in any 12 month period.

Leave may be taken only for the following reasons:

- a. Employee's own serious health condition.
- b. The birth or adoption of a child.

- c. The serious health condition of a family member (i.e. child, parent or spouse).

Eligible employees must provide prior notice to the Department Head if requesting a leave of absence under this Act. Management has a right to request that an employee provide a certification issued by a licensed health care provider in order to verify necessity of leave.

Article 21 - Overtime

§1. Overtime during the regularly scheduled work week will be paid in accordance with the FLSA. Furthermore, overtime for full-time employees will be paid at time and one-half the regular rate of pay for:

- a. hours worked beyond 12 hours per day.
- b. hours worked on an unscheduled day of the work week.

Hours worked will be credited in 15 minute increments.

No employee will be mandated to work more than 24 hours per month.

No employee will work more than 18 consecutive hours be it voluntary or otherwise, unless in the course of providing patient care.

§2. Overtime shall be paid in cash or compensatory time at the election of the employee, as long as funds are available in the budget.

Compensatory time shall be granted in accordance with the written request of a full-time employee to the Director of the Health Department so long as the full-time employee's absence can be permitted without interference with the proper conduct of the Department.

No overtime shall be worked unless approved prior to being worked by the Director of the Health Department or designee.

Compensatory time shall be utilized within the calendar year earned and can only be carried over to the next succeeding year with the approval of the Director and the Business Administrator.

Full-time employees called in for a specific duty assignment on an off-duty day shall be entitled to a minimum of three hours pay at the applicable rate unless the work continues into their regularly scheduled work hours, in which case they would be entitled to call-in pay only for the period prior to the commencement of the regular shift.

§3. Full-time employees scheduled to work prearranged overtime on their scheduled day off shall receive a minimum of two hours pay at the applicable rate.

§4. Assignment of overtime shall not be a rotation list but a rotation list shall be maintained in order to assist the Department in achieving an equalization of overtime hours if practicable. **The only exception to this shall be that whenever possible, a Senior EMT should be replaced by another Senior EMT. Only after all Senior EMTs have refused or are unavailable for such overtime shall it be offered to other employees. However, Senior EMTs shall still be included in the normal rotating list for other overtime.**

The Rotation List for all types of overtime will consist of the names of all full and part-time employees alternating through the list. No employee shall appear on the list more than once until all employees are listed. New employees will be added to the list. Next to each name will be listed a single and valid designated telephone or pager number supplied in writing to an EMS supervisor. The list will be provided on a six month basis, no later than the first day of January and the first day of July. Overtime shall be offered from a Rotation List provided by Management.

The list will initially be comprised of all full-time employees. Part-time employees will alternate with the full-time employees on the list. An employee should rotate to be first on the list for a two-week period and the list shall rotate every two weeks.

Employees who are unavailable to work because of already being scheduled or being in conflict with the required rest period will not be considered for overtime, regardless of whether their names are on the rotation list. Employees accepting the overtime must be available to work a minimum of six hours, unless the overtime offered is less than six hours.

The caller will call the names on the list in the order that they appear and that employee shall have the right of first refusal for the overtime. If no response, call will proceed to next name on the list. Any employee accepting overtime has the obligation to notify the work station as far in advance as practicable but in any case not less than three hours before the shift starts if he/she is unable to report for duty.

Any full-time employee who accepts overtime and fails to cancel or report to duty, shall be removed from the rotation list for a period of three months for the first offense. A full-time employee who fails to report a second time in a twelve month period shall be removed from the rotation list for six months. The above sanctions for full-time employees failing to honor overtime duty shall be in addition to the existing right of Management to discipline employees for failure to report to duty.

The City reserves the right to call employees as needed in emergent or extraordinary circumstances.

This section of the Overtime Article is not grievable as long as the City relied upon the list.

Note: For clarification, flex-time employees are full-time employees of the EMS Division.

Article 22 - Acting Assignments

All efforts must be made to replace a Senior EMT unavailable for duty with another Senior EMT. If no Senior EMT is available for replacement, the full-time employee assigned to act in the Senior EMT position shall receive normal wages plus the Senior EMT pay stipend for the total time in that position. Acting assignments shall be scheduled from within the platoon by the current Senior EMT list. If there is no current list or the full-time employee on the list is unavailable, the platoon's senior full-time employee will have first choice.

Article 23 - Payment for Accrued Sick Leave at Retirement

- §1. At retirement, the City agrees to pay each full-time employee an amount equal to 50% of all accrued and unused sick leave pay up to a maximum of \$15,000.
- §2. This supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half accumulated sick tours times the eligible full-time employee's daily rate of pay which is based upon the average annual base compensation received during the last year of employment, prior to the effective date of retirement, provided however, that no such lump sum supplemental compensation payment shall exceed \$15,000.
- §3. Payment shall be made promptly if funds are available, but no later than one month after the final adoption of the City budget for the year succeeding the effective date of retirement of the full-time employee.

Article 24 - Health Benefits

- §1. The City will continue to assume the full cost of health insurance for full-time employees who are currently enrolled in the traditional (Patriot X) plan or the HMO (Patriot V) plan and who have been employed with the City on or before July 1, 2000. Said full-time employees would also be free to transfer from the Patriot V to the Patriot X plan at no additional cost to them. The benefits are more specifically provided for and explained in a brochure available to full-time employees.

The City will continue to assume the full cost of health insurance for new hires (full-time employees hired after July 1, 2000) who enroll in the HMO (Patriot V) plan. However, said new hires who elect to enroll in the traditional (Patriot X) plan at any point in time will be required to pay the difference between the Patriot V and Patriot X premiums.

- §2. The City shall provide a generic prescription plan for full-time employees and their eligible family members. A federally approved generic equivalent, if available, will be dispensed for

name brand unless a full-time employee's physician specifically requires name brand. A full-time employee who receives name brand when generic is available shall pay the cost difference between the name brand and generic, except if the attending physician specifies no substitute for name brand. This cost will not be applied to the full-time employee's deductible. The co-pays are as follows:

<u>Name brand, including mail-order</u>	<u>Generic, including mail-order</u>
2005: \$10.00	2005: \$ 5.00
2006: \$10.00	2006: \$ 5.00
2007: \$15.00	2007: \$10.00
2008: \$15.00	2008: \$10.00
2009: \$20.00	2009: \$10.00

§3. The City shall provide a basic dental care plan for full-time employees and their eligible family members. The selection of plans are a customary 50/50 Dental Plan, Delta-Flagship Health Systems, Inc. and Eastern Dental or its successors.

§4. The City shall provide employees with hepatitis B vaccination shots once during the employment. The City will pay for the cost of a test to determine the level of immunization. A booster shot will be given if required. The City recognizes that employees can be tested for Human Immunodeficiency Virus as needed without incurring fees to the employee.

Note: The scientific date related to hepatitis B vaccination shots, the test to determine the level of immunization and booster shots has not been clarified through medical professionals. If any revisions are made by the medical professional, the City has the right to notify the **Association** of the recommended revisions, which will affect this section. The City reserves the right to review medical technology.

§5. Full-time employees on approved Leave of Absence, pursuant to regulations of the State Health Benefit Program, are responsible for payment of said health benefits in accordance with the applicable regulations.

§6. The City retains the right to select the insurance carrier or to be self-insured for the provision of any health benefits. Any change in insurance provider that impacts the level of benefits or administrative procedures from those currently in place will be subject to negotiation.

Article 25 - Grievances

§1. Any grievance that arises regarding the meaning, application or interpretation of Health Department rules and regulations shall follow the grievance procedure below through Step 3. Such non-contractual grievances shall not proceed to arbitration.

Any grievance that arises regarding the meaning, application or interpretation of the terms of this Agreement shall follow the grievance procedure below:

Step 1:A grievance shall be submitted by the employee in writing within 10 calendar days after its occurrence, in duplicate, to the Association Representative, who shall forthwith file one copy with the EMS Supervisor. If the grievance is not filed in writing, the employee shall be barred from proceeding further with said grievance. If the grievance is filed in writing, the Association Representative and EMS Supervisor shall forthwith attempt to resolve the grievance. The EMS Supervisor will respond to the employee in writing within five calendar days.

Step 2:If no solution is reached at Step 1, the Association Representative shall take the matter up with the EMS Chief within five days of the Step 1 answer in an endeavor to resolve the grievance. The EMS Chief will respond to the employee in writing within 10 calendar days.

Step 3:If no solution is reached at Step 2, the Association Representative shall refer the matter to the Association President, who shall, take the matter up with the Business Administrator within five days of the Step 2 answer in an endeavor to resolve the grievance. The Business Administrator or designee will respond to the employee in writing within 20 calendar days.

Step 4:If no solution is reached at Step 3, the Association Representative shall refer the matter to the Association President within five days of the Step 3 answer, who may submit the grievance to arbitration.

§2. Only the Association or City may submit a grievance to arbitration. Either party may request PERC to resolve the grievance through arbitration, and request that a list of arbitrators be furnished to the Association and City. If the parties cannot arrive at a mutually satisfactory arbitrator within 30 working days after receipt of the list, PERC shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and applicable NJDOP rules and regulations, and render his/her award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and the Association. Any Association representative or employee required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose, and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

§3. Arbitration shall not be obtainable as a matter of right if the grievance:

- a. involves the existence of alleged violation of any agreement other than the present Agreement between the parties.

- b. would require an arbitrator to rule on, consider or change the appropriate hourly, salary or incentive rate set forth in Exhibit "A", by which an employee shall be paid, or the method by which his/her pay shall be determined.
- c. would require an arbitrator to consider, rule on or decide any of the following:
 - i. the elements of a job assignment.
 - ii. the level, title or other designation of an employee's job classification.
 - iii. the right of Management to assign or reassign work.
 - iv. pertains in any way to the establishment or administration of insurance, pension, savings or other benefit plans in which employees are eligible to participate.
 - v. the right of Management to determine and assign shift hours, except as limited by this Agreement.
 - vi. involves discipline or discharge of employees.
 - vii. involves violations of State laws and regulations.

Article 26 - Extracontractual Agreements

The City agrees not to enter into any other agreement or contract with employees, individually or collectively, which in any way would conflict with the terms and conditions set forth in this Agreement.

Article 27 - Severability

In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby, but shall be continued in full force and effect.

It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within 30 days of written notice by either party to the other to negotiate concerning the modifications or revisions of such clause or clauses.

Article 28 - Uniform Maintenance

- §1. Uniform maintenance is provided by the City.
- §2. Since the City must bid for laundering of uniforms in accordance with the Local Public Contracts Law, a time gap may exist between laundering contracts. If a time gap exists, employees will be reimbursed for laundering services upon presentation of receipt for said service.
- §3. If an employee is called in for duty and a City uniform is not provided, the City shall reimburse the employee for the cost of laundering personal clothing worn during said duty upon presentation of receipt for said laundering service.
- §4. In the event of personal laundering, both the City and employee shall comply with all Occupational, Safety and Health Administration mandated guidelines for garments exposed to blood borne pathogens.

Article 29 - Uniform and Equipment Reimbursement

- §1. The City agrees to provide upon initial employment each employee with no less than four sets of daily uniforms, jacket(s) as needed, belt as needed, equipment carrying bag as needed and rain gear as needed. After one year of employment and by the end of the second year of employment, the City agrees to maintain a supply of no less than eight uniforms per employee for the duration of their full-time employment in the position of Emergency Medical Technician.
- §2. In the event any work uniform as stated is damaged during the performance of an employee's duties, the City agrees, upon receipt of the damaged uniform garment, to replace or repair the said damaged uniform based upon rules established by the Department Head.
- §3. The City shall reimburse full-time employees, **and part-time employees who work at least 1,872 hours per year**, up to a maximum of **\$250** annually, **and part-time employees who work less than 1,872 hours but at least 1,000 hours per year up to a maximum of \$125 annually**, for the purchasing and maintaining of necessary equipment for the employee's regular duties upon submission of paid receipts. **Full-time employees shall** paid each year in the last pay period in November. **Part-time employees shall submit paid receipts by January 15 of the succeeding year.** Employees will be responsible for purchasing equipment in accordance with department standards for the following equipment: penlight, scissors, stethoscope, digital watch or a watch with a second hand, equipment pouch, small note pad, ink pen, map book, **plain black knit winter hat** and personal protection boots as specified in the Department of Health, EMS Division Policy as of January 1, 2000. The City will also reimburse up to a maximum of **\$275** toward the purchase of a bullet-proof vest during the term of this contract, but no more than one vest every five years.

§4. The City will provide rain gear and equipment bag as approved by Management.

Article 30 - Safety

A Safety Committee composed of three City representatives and three Association representatives shall meet at least once per year or at the request of either party. Said committee shall review safety conditions and make recommendation for their improvement. The City shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state and local laws. Failure by employees to abide by safety regulations will result in disciplinary action.

Article 31 - Meals

Full-time employees called in for special emergency overtime, which is not prearranged or worked in the ordinary course of employment, shall receive a payroll issued meal payment of \$8.00 for the first three hours worked and \$8.00 for every five hours worked thereafter.

Article 32 - Outside Activity/Employment Impairment

It is recognized that in exchange for full-time employment, the City is the primary employer of all full-time personnel, and employees have the responsibility to honor this contract obligation to the best of their ability. Full-time public employment is a position of public trust. Employees must be fully alert and free from any encumbrance including fatigue, physical and emotional exhaustion and from any substance abuse. Employees who are impaired by fatigue, exhaustion and substance abuse can be considered to be in breach of this contract and its employment conditions. Outside activity which affects the ability of an employee covered by this contract from performing the full-time employment responsibilities can jeopardize continued employment as it is considered to be in conflict with Management's right to assign work to be completed in accordance with the work station standards of performance as recognized by the New Jersey Department of Health for Emergency Medical Technician. **Employees** shall have had a minimum of six consecutive rest hours prior to commencing an on-duty period for the City, such rest hours shall have been completed no more than four hours prior to the commencement of the on-duty period.

Article 33 - Subcontracting and Successorship

- §1. Any agreement regarding the sale, lease, transfer, takeover, assignment or corporate reorganization that results in the loss of employment of employees will contain language that provides the displaced workforce the first opportunity to fill any existing, new or additional positions that may be needed or created as a result of said sale, lease, transfer, takeover, assignment or corporate reorganization.
- §2. Work usually performed by employees will not be subcontracted if it will result in loss of employment of employees.
- §3. The City does not intend to replace employees. Should, however, the City have more work than can be handled by employees, it shall have the right to subcontract. Furthermore, it shall have this right in the event it lacks equipment or manpower qualified, available and willing to do the job.

Article 34 - Term of Agreement

This Agreement shall be effective as of January 1, 2005, and its terms and provisions shall continue in full force and effect until December 31, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers the day and year first above written.

City of Vineland

International Association of EMT's
and Paramedics Local R2-75

By:

Mayor

President

Municipal Clerk

Negotiating Committee:

Negotiating Committee:

Exhibit "A" - Wage Schedule

Wage Schedule for Full-Time Employees

	2005	2006	2007	2008	2009
Step 1	\$13.62	\$14.06	\$14.52	\$14.99	\$15.48
Step 2	\$13.85	\$14.30	\$14.76	\$15.24	\$15.74
Step 3	\$15.49	\$16.00	\$16.52	\$17.05	\$17.61
Step 4	\$17.38	\$17.94	\$18.53	\$19.13	\$19.75
Step 5 (6 Years)	\$18.43	\$19.00	\$19.58	\$20.18	\$20.81
Step 6 (9 Years)	\$19.49	\$20.05	\$20.64	\$21.24	\$21.86
Step 7 (12 Years)	\$20.55	\$21.11	\$21.69	\$22.30	\$22.92

Full-time employees shall move to the next step number for Step 2 through Step 4 on the first workday of each year.

Full-time employees shall move from Step 4 to Step 5 on the first workday of the year following five years of City EMT service. For example, an EMT hired May 1, 2000 shall move to Step 5 on the first workday of 2006.

Full-time employees shall move from Step 5 to Step 6 on the first workday of the year following eight years of City EMT service. For example, an EMT hired May 1, 2000 shall move to Step 6 on the first workday of 2009.

Full-time employees shall move from Step 6 to Step 7 on the first workday of the year following eleven years of City EMT service. For example, an EMT hired May 1, 2000 shall move to Step 7 on the first workday of 2012.

Senior EMTs shall receive an additional \$1.58 per hour above the Step upon which the full-time employee is situated.

Bilingual Stipend of \$250 per year provided the full-time employee passes NJDOP exam and is designated as Bilingual EMT.

Paramedic Stipend of \$500 per year for up to five full-time employees.

New Jersey certified EMT Instructor Stipend of \$500 per year for up to five full-time employees.

A 22 step wage schedule based on approved accredited college credits earned shall be created. Full-time employees hired prior to January 1, 2005 who are between steps shall initially be placed on next higher step. Full-time employees hired after January 1, 2005 who are between steps shall initially be placed on the next lower step. A full-time employee shall move from one step to another upon earning the required minimum credits for the succeeding step. For example, a full-time employee hired prior to January 1, 2005 with 48 credits shall initially be placed on step 8. Should that full-time employee earn additional credits for a total of 51, the full-time employee shall remain on step 8 and may advance to step 9 upon earning at least 55 credits. A full-time employee hired after January 1, 2005 with 48 credits shall initially be placed on step 7. Should that full-time employee earn additional credits for a total of 51, the full-time employee shall advance to step 8.

1.	0 credits	Salary	12.	70 credits	+ \$ 875.00
2.	20 credits	+ \$250.00	13.	75 credits	+ \$ 937.50
3.	25 credits	+ \$312.50	14.	80 credits	+ \$1,000.00
4.	30 credits	+ \$375.00	15.	85 credits	+ \$1,062.50
5.	35 credits	+ \$437.50	16.	90 credits	+ \$1,125.00
6.	40 credits	+ \$500.00	17.	95 credits	+ \$1,187.50
7.	45 credits	+ \$562.50	18.	100 credits	+ \$1,250.00
8.	50 credits	+ \$625.00	19.	105 credits	+ \$1,312.50
9.	55 credits	+ \$687.50	20.	110 credits	+ \$1,375.00
10.	60 credits	+ \$750.00	21.	115 credits	+ \$1,437.50
11.	65 credits	+ \$812.50	22.	120 credits	+ \$1,500.00

Wage Schedule for Part-Time Employees

2005	2006	2007	2008	2009
\$11.36	\$11.73	\$12.11	\$12.50	\$12.91