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Contract # 1738

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AGREEMENT

between

THE CITY OF VINELAND

a municipal corporation of the State of New Jersey

and

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL 349

an employee representative

EFFECTIVE JANUARY 1, 1991 through DECEMBER 31, 1992

(EMERGENCY MEDICAL SERVICE CONTRACT)

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AGREEMENT, dated the 12th day of January, 1993,
by and between: THE CITY OF VINELAND, a municipal corporation of the
State of New Jersey (hereinafter referred to as the "City"); and the
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 349, Vineland, New Jersey
(hereinafter referred to as the "Association"):

ARTICLE ONE

PURPOSE

This Agreement is entered into pursuant to the provisions of
Chapter 303, Laws of 1968, and as amended (N.J.S.A. 34:13A-5.1, etc.) of
the State of New Jersey, to promote and ensure harmonious relations,
cooperation and understanding between the City and the employees; to
prescribe the rights and duties of the City and the employees; to pro-
vide for the resolution of legitimate grievances, all in order that the
public service shall be expedited and effectuated in the best interests
of the people of the City of Vineland and its employees and the City.

ARTICLE TWO

RECOGNITION

It is the intention of the parties that this Agreement be
construed in harmony with the Rules and Regulations of the New Jersey
Department of Personnel (Civil Service), Chapter 303 of the Laws of
1968, and as amended, the Statutes of the State of New Jersey, the
Ordinances of the City of Vineland, and the Rules and Regulations of the
Health Department, Emergency Medical Service; but no Ordinance of the
City or Rules and Regulations of the Department shall amend or alter any

agreed upon term of this Contract.

The City recognizes the Association as the sole and exclusive representative of those certain employees of the Health Department of the City of Vineland 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-91-78 by the State of New Jersey, Public Employment Relations Commission dated December 18, 1990, 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, the fire chief, the Emergency Medical Service supervisor, managerial executives, confidential employees, police employees, professional employees, craft employees, and all other employees employed by the City of Vineland.

The benefits as negotiated in this contract are for full time employees.

ARTICLE THREE

TOUR OF DUTY AND MANAGEMENT RIGHTS

Section 1. Tour of Duty.

For the purpose of the articles of this contract, a tour of duty shall consist of a 12-hour tour of duty beginning at 8:00 a.m. and ending at 8:00 p.m. or beginning at 8:00 p.m. and ending at 8:00 a.m.

Section 2. Management Rights.

All of the authority, rights and responsibilities possessed by the City are retained by it.

Subject to the terms of this agreement, it is the right of the City through and by the Director of the Department of Health and any of their designated representatives to determine the standards of service to be offered by its employees; determine the standards of selection of employment; direct its employees, take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the amount of overtime to be worked; determine the methods, means and personnel by which its operations are to be conducted; determine the content of work assignments; schedule the hours; take all necessary actions to carry out its mission in emergencies; purchase the service of others, contract or otherwise; exercise complete control and discretion over its organization and the technology of performing its work; and to make reasonable and binding rules and regulations which shall not be inconsistent with this Agreement and State Law, except as modified by this Agreement.

ARTICLE FOUR

MAINTENANCE STANDARDS

Section 1. With respect to matters not covered by this Agreement, the City will not seek to diminish or impair during the term of this Agreement, any benefit, privilege provided by law, rule or regulation for employees without prior notice to the Association, provided however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights Clause

of this Agreement.

Section 2. Employees shall retain all civil rights under New Jersey State and Federal Law.

ARTICLE FIVE

ASSOCIATION REPRESENTATIVES AND MEMBERS AND DELEGATES' RIGHTS

Section 1. Authorized representatives of the Association, 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 Emergency Medical Service Chief or his designated representative.

The Association representative shall not interfere with the normal conduct of the work of the Department of Health and or Emergency Medical Service Division.

Section 2. The City of Vineland agrees to grant the necessary time off with pay not to exceed twelve (12) hours to the duly elected state delegate or his designated representative and state committee members to attend to regular scheduled monthly meetings or any special meeting of the State organization.

Section 3. Pursuant to N.J.S.A. 11:26C-4, the City of Vineland agrees to grant a leave of absence with pay to the duly authorized representatives of the Firemen's Mutual Benevolent Association, Local 349, to attend any state or national convention of such organization. A certificate of attendance to the State convention shall be submitted by

the representatives so attending. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

ARTICLE SIX

CHECK-OFF AND AGENCY SHOP

Section 1. If authorized voluntarily and in writing to the proper disbursing officer of the City, an employee subject to this Agreement, who is a member of the Association, may indicate his desire to have deductions made from his compensation for the purpose of paying usual, customary and uniform dues to the Association.

Section 2. A check-off shall commence for each employee who signs 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.

Section 3. In addition, pursuant to N.J.S.A 34:13A-5.5, the City agrees to deduct from the salaries of its employees subject to this Agreement, but not members of the Association, a representation fee in lieu of dues for services rendered by the majority representative in an amount equal to 85% of the regular membership dues, fees and assessments paid by the members of the Association, less the cost of benefits financed through the dues and assessments and available to and benefiting only members of the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 N.J.S.A. (R.S. 52:14-15.9(e), as amended. 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. Implementation of a payroll deduction for a representation fee for non-union members will commence as soon as practicable after the 60th day of an employee's employment in a position included in the bargaining unit.

Section 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.

Section 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 Union in accordance with the law.

Section 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 Union pursuant to this Article.

Section 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 (3) months.

ARTICLE SEVEN

BULLETIN BOARDS

Section 1. The City agrees to furnish suitable bulletin board space (approximately 24" x 36") in the Dormitory of each manned station to be used exclusively by the Association.

Section 2. The Association agrees to limit its postings of notices and bulletins to such bulletin boards.

Section 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 his designee.

Section 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.

ARTICLE EIGHT

NONDISCRIMINATION AND PERSONNEL RECORDS

Section 1. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. Both the City and the Association shall bear the responsibility for complying with this provision of the Agreement.

Section 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.

Section 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.

Section 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.

Section 5. Personnel Records. Each employee shall receive a copy of any reprimand placed in his personnel file and has the right to examine his file at any time mutually convenient to the employee and the designated custodian of the file.

Section 6. The personnel records of employees of the Health Department shall be kept in a locked cabinet at all times. The Director of the Department of Health and the Emergency Medical Service Division Head shall be the only personnel to have access to these personnel records.

ARTICLE NINE

NO-STRIKE PLEDGE

Section 1. Public employees are precluded from participating in a strike, slowdown, walkout or other job action. If a public employee covered under the terms of this agreement participates in an attempt to strike, to slowdown, walkout or other job action, the employee will be subject to disciplinary action, subject however, to the application of the grievance procedure contained in Article 25.

Section 2. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement

will be subject to disciplinary action of such employee or employees, subject, however, to the application of the grievance procedure contained in Article 25.

Section 3. 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 TEN

WAGES

Section 1. The City agrees to make effective the following wage increases:

(a) Effective December 30, 1990 (for the year 1991) an employee's base wage shall be increased in accordance with "Schedule A" attached hereto.

(b) Effective December 29, 1991 (for the year 1992) an employee's base wage shall be increased in accordance with "Schedule A" attached hereto. Further, it is clarified that all wages are calculated on an hour for hour basis in accordance with the Fair Labor Standards Act 7K exemption which was elected and acknowledged by all employees when hired.

Section 2. The specific wages for employees hereunder for the calendar year 1991 and 1992, shall be provided in "Schedule A" attached hereto and made a part hereof. All wages shall be authorized by an appropriate ordinance to be adopted by the City. The wages outlined in accordance with "Schedule A" attached hereto will be retro-active from December 30, 1990.

Section 3. This Contract is for a term of two (2) years and therefore shall continue in full force and effect until December 31, 1992.

ARTICLE ELEVEN

PAY PERIOD

Section 1. All salary and wages of individual employees shall be paid on a weekly basis and shall be paid to the member on every Friday of the month, unless that day be a holiday, and then payment is to be made on the day preceding the holiday. Pay will be distributed at the Emergency Medical Station 1 on/before 8:00 a.m. on Fridays.

Section 2. Pay receipts for employees shall be itemized as follows:

- (a) base pay;
- (b) holiday pay.
- (c) overtime

Same shall be explained in the deduction code attached to the employee's paycheck.

ARTICLE TWELVE

VACATIONS

Section 1. All employees hereunder shall receive the following annual leave for vacation purposes with pay in and for each calendar year, except as otherwise herein provided: Up to one (1) year of service, thirty (30) hours for each three months of service, said employee must be

employed ninety (90) days before it can be taken; after one (1) year of service and up to the completion of five (5) years of service, one hundred sixty-eight (168) hours; after five years of service and up to the completion of twelve (12) years of service, two hundred sixteen (216) hours; after twelve (12) years of service and up to the completion of twenty (20) years of service, two hundred sixty-four (264) hours; after twenty (20) years of service, two hundred eighty-eight (288) hours. Vacation Leave shall be taken on the basis of a six (6) hour or a twelve (12) hour increment.

Section 2. Where in any calendar year the vacation or any part thereof is not granted and taken by reason of pressure of the Emergency Medical Service Division's business as determined by the Director of the Department of Health and approved by the Business Administrator or his designee, such vacation periods or parts thereof not granted shall accumulate and shall be granted and may be taken during the next succeeding calendar year only.

Section 3. An employee's rate of vacation pay shall be based on the employee's regular base rate of pay.

Section 4. All vacations shall be granted, so far as practicable, in accordance with the desires of the employees. Employees shall submit vacation requests at least one (1) month in advance. Preference for vacation time shall be given in order of seniority.

Section 5. Vacation pay will be granted to employees terminating their employment. The number of vacation days to be granted will be the proportional number as accrued during the year of termination.

Section 6. An employee who commences employment during the

first fifteen (15) days of a month shall be credited with having worked a full month for the purposes of vacation computation. An employee who commences employment on the sixteenth (16) day of the month or thereafter shall not be credited with working said month for the purpose of vacation computation.

Section 7. The above applies to new employees, except that they may not use these earned days until the completion of ninety (90) days employment with the City. In the event that special extraordinary circumstances exist, the employee may use earned and accrued days prior to the completion of said ninety (90) day employment upon approval of the Division Head or his designee. Should an employee be unable to take time off because of the ninety (90) day provision, said eligible time will be allowed to be carried over to the succeeding year.

ARTICLE THIRTEEN

HOLIDAY PAY

Section 1. Each employee shall receive fifteen (15) paid holidays per year. The holiday pay shall be computed at straight time hourly rate of pay by rank, based upon a twelve (12) hour day. Holiday payments shall be made in the last pay period in June and the first pay period in December of each year. Employees on Leave of Absence Without Pay are not entitled to holiday pay.

Section 2. Holiday pay will be granted to employees terminating their employment. The amount of holiday pay to be granted will be the proportional amount accrued during the year of termination. In the event an employee's termination from employment is caused by his

death, the accrued holiday pay as aforesaid shall be payable to the employee's estate. In the event an employee dies or otherwise terminates employment and has used a greater amount of holiday pay than has accrued to his benefit during the year of his death or termination of employment, then in such event, the employee's final pay will be reduced by the overpaid holiday pay. All holiday pay accrues in proportion to the number of completed months worked by each employee in any calendar year.

Section 3. An employee who commences employment during the first fifteen (15) days of a month shall be credited with having worked a full month for the purposes of holiday pay computation. An employee who commences employment on the sixteenth (16) day of the month or thereafter shall not be credited with working said month for the purpose of holiday pay computation.

ARTICLE FOURTEEN

EDUCATION AND TRAINING INCENTIVES

Advanced training, education achievement and recertification are considered an important factor in the professional development of Emergency Medical Service personnel. Achievement in these areas may be considered in the way of special assignments and shall be acknowledged by special salary increments based on the following scale:

Each employee shall be paid an increment of \$12.50 per credit upon completion of an approved accredited Emergency Medical Service course or other college courses which shall be approved by the Business Administrator prior to being taken and which may be taken after the

employee has completed an Associate's Program up to a maximum of one hundred twenty (120) credits. The employee must submit a certificate of successful completion before any payment of the credit increment. Education increments shall be incorporated in the employee's salary by the City on or about the 1st of January and the 1st day of July for approved credits earned since the previous incorporation of an earned increment. All new employees hired after the effective date of this contract shall be required to earn twelve (12) credits in an approved Emergency Medical Services program prior to college credits being paid.

Management will make every effort to ensure that full-time employees will be allowed sixteen (16) hours of pre-arranged class time in a given year in order to fulfill their requirements for recertification as an Emergency Medical Technician. The key words in this section are pre-arranged and the pre-arrangement conditions will be strictly adhered to by the parties. The pre-arrangement conditions are as follows:

1. Thirty (30) day notice must be given to management by all applicants for any and all recertification courses.

2. The only exception that will be considered will be if an employee will lose certification by missing a particular course. All other situations where an employee could take the course(s) at a later time and not lose certification will be disallowed.

The reason for strict adherence to a thirty (30) day notice is the obvious disruption in scheduling that will be caused if thirty (30) day lead time is not adhered to by all parties.

ARTICLE FIFTEEN

TRAVEL ALLOWANCES

Section 1: Per Diem Meal and Lodging Expenses. The City agrees to reimburse, on a per diem basis, as established by the rules and regulations of the Business Administrator, consistent with the existing with the existing Policy No. 66 entitled "Travel" of the General Policy and Procedure Manual of the City of Vineland, employees who are eligible for travel expenses, for their actual and necessary expenses incurred while in travel status in the performance of their official duties, for hotel lodging, meals and incidental expenses related thereto, for a full day at rates not to exceed a total of \$100.00 per day. Eligibility for travel expenses and determination of "travel status" shall be made by the Business Administrator and prior written approval of the Business Administrator shall be required prior to incurring of said expenses.

Section 2: Mileage Allowance. The City agrees to provide, subject to rules and regulations of the Business Administrator, maximum mileage allowance rate for the use of personal vehicles for those persons eligible for such allowance in connection with official travel. The maximum mileage allowance rate will be twenty-seven and one-half (27.5) cents per mile, or as otherwise modified or adjusted by the Business Administrator.

ARTICLE SIXTEEN

COURT TIME

Section 1. Any employee who is required to appear during the off-duty hours in a municipal, county, grand jury, superior or other court, including New Jersey State Departmental Divisional hearings located in the City of Vineland, shall be paid the sum of \$35.00. In the event that any such appearance shall be required in a municipal, county, grand jury, superior or other court, including New Jersey State Departmental Divisional Hearings, outside the geographic boundaries of the City of Vineland, the employee shall be paid the sum of \$45.00. In the event that any such appearance shall be required in a municipal, county, grand jury, superior or other court, including New Jersey State Departmental Divisional hearings, outside the geographic boundaries of the County of Cumberland, the employee shall be paid the sum of \$50.00.

Section 2. It is specifically agreed and understood that overtime as defined in ARTICLE TWENTY-ONE does not include Court Time. Furthermore, it is specifically agreed and understood that said payment provided for in this Article is in lieu of any compensatory time as well as overtime.

Section 3. It is acknowledged that the provisions of the Fair Labor Standards Act (FLSA) apply to the City. The City reserves the right to establish rules and regulations concerning the monitoring of and compensation for hours worked as Court Time in order to comply with such regulations and to comply with FLSA generally. The Union and employees agree that the City has the right to credit any payments made pursuant to this Article against any overtime obligation incurred under

FLSA.

Section 4. If an Emergency Medical Services personnel is paid for a court appearance by a third party, he will not receive any payment from the City, and no time payment will be credited under FLSA.

ARTICLE SEVENTEEN

SICK LEAVE

Section 1. Service Credit for Sick Leave.

A. All employees shall be entitled to sick leave with pay as specified below:

B. Sick leave for purposes herein is defined to mean absence from duty of an employee because of personal illness, illness caused by exposure to illness or illness caused by exposure to contagious diseases and such employee is unable to perform the usual duties of his position, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee.

C. If an employee is incapacitated and unable to work because of an injury or illness sustained in the performance of his duties, as evidenced by a Certificate of a City-designated physician or other doctor acceptable to the City, he 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 three hundred sixty-five (365) calendar days or so much thereof as may be required, but not longer than a period of which worker's compensation payments are allowed.

If at the end of such leave the 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 or 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 employee's regular basic wage or salary payment.

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

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

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

D. Any employee on injury leave resulting from injury while on duty shall continue to accrue sick leave benefits while he remains on the payroll.

Section 2. Amount of Sick Leave.

A. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) tour of duty per three months during the remainder of the first calendar year of employment after initial appointment. Thereafter, each employee shall be entitled to fifteen (15), twelve (12) hour tours of duty as sick leave in every calendar year.

B. 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.

Section 3. Reporting of Absence on Sick Leave.

A. If an employee is absent for reasons that entitle him to sick leave, he shall notify on duty staff at Station 1 or in their absence Station 2, prior to the employee's starting time.

(1) Failure to so notify may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(2) Absence without notice for two (2) consecutive tours of duty shall constitute a resignation not in good standing.

Section 4. Verification of Sick Leave.

A. An employee who shall be absent on sick leave for two (2) or more consecutive tours of duty or totaling more than three (3) 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.

B. In case of a leave of absence due to exposure to con-

tagious 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.

C. The City may require an employee who has been absent because of personal illness, as a condition of his 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 his normal duties and that his return will not jeopardize the health of other employees.

D. 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.

ARTICLE EIGHTEEN

FUNERAL LEAVE

The City will provide employee with special leave with pay in the event of the death in the employee's immediate family. The funeral leave will be absence of three (3) days per incident. The employee's immediate family is considered to be spouse, father, mother, grandfather, grandmother, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandchildren. To be eligible for use of any funeral leave days, the employee must attend the funeral services. In the event funeral services for the deceased hereunder are held at a distance greater than a 350 mile radius from the City of Vineland, then such funeral leave shall be for a maximum of four (4) days.

In the event that Emergency Medical Service personnel is on a

shift and is notified of a death in his/her immediate family, he will be excused for the remainder of his tour of duty so long as he attends the funeral.

Requests for any and all funeral leave shall be subject to the approval of the Supervisor or the Chief.

ARTICLE NINETEEN

PERSONAL LEAVE TOUR OF DUTY

Section 1. Personal Leave Days.

(a) The City shall grant four (4) personal leave tours of duty annually to each employee, subject to the following conditions. Personal leave days shall be granted by the City upon three (3) calendar days prior written request of the employee, which request shall be in the form of a letter directed to the Director of the Health Department, or his designee. Said request shall be granted, at the discretion of the Director of the Department of Health or his designee; so long as the employee's absence can be granted without interference with the proper conduct of the Department. In the event special, extraordinary circumstances exist, the three (3) day written notice provision hereof may be waived at the discretion of the Division Head or his designee. Personal leave days shall not accumulate. If an emergency requires calling into work of an employee from a scheduled and approved personal leave day, or if the employee voluntarily makes himself available for work during an emergency on a scheduled and approved personal leave day, then in that event, his personal leave day shall be rescheduled.

Section 2. Personal tour of leave for new employees will be administered in the following manner:

- (1) Anyone on the payroll between January 1 and March 31 will earn 12 hours;
- (2) continued employment between April 1 through June 30, an additional 12 hours;
- (3) continued employment between July 1 through September 30, an additional 12 hours;
- (4) continued employment from October 1 through December 31, an additional 12 hours;

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

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

ARTICLE TWENTY

LEAVE OF ABSENCE AND MILITARY LEAVE

Section 1. Leave of Absence.

Any employee desiring leave without pay for personal reasons shall make a request in writing to the Director of Department of Health not less than two (2) weeks in advance of the date for which such leave is desired, stating the reasons for the leave and the time requested. Leaves

may be granted or denied at the discretion of the City.

Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

Section 2. Military Leave.

Leave shall be granted to employees to fulfill the special military requirements of regular annual active duty (Summer Camp or its equivalent) for training with any Reserve Unit of the Army, Navy, Marine Corps, Coast Guard, National Guard or Air Force. If an employee is called up for "active duty", the City shall make up the difference in his regular pay and that paid to him by the above mentioned services. The employee shall be paid his regular pay during the period of military training.

Section 3. The existing Federal and State statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any employee in this bargaining unit.

Section 4. Family Leave Act

Pursuant to the Family Leave Act (N.J.S.A. 34:11b-1, et. seq.) employees who have worked at least 1,000 hours during the last twelve (12) months are eligible to receive an unpaid leave of absence for a period not to exceed twelve (12) weeks in any twenty-four month period. Leave may be taken only for the following reasons:

A. The birth or adoption of a child.

B. 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 TWENTY-ONE

OVERTIME

Section 1. Hours worked prior to commencement of a shift or hours worked at the close of a shift shall not be considered overtime.

Overtime is hours when personnel are called in for a specific duty assignment from an off-duty day or when required to work in excess of fifteen (15) minutes after the end of a regularly scheduled shift.

All overtime shall be computed at time and one-half the straight time hourly rate of pay.

No employee will be mandated to work more than twenty-four (24) hours per month.

No employee will work more than 18 consecutive hours be it voluntary or otherwise.

Section 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 an employee to the Director of the Health Department so long as the employee's absence can be permitted without interference with the proper conduct of the Department.

Overtime shall be offered, if practicable, as equally as possible to all employees, but in all instances at the discretion of the Director of the Health Department or his designee. It is the intention of the

parties and the purpose of this provision to provide for as equal a division of overtime as possible within the department. Seniority shall be used when applicable. 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. A list of compensatory time entitlements which have accrued as a result of overtime shall be maintained by the Director of the Health Department and shall be available for inspection by employees. No overtime shall be worked unless approved prior to being worked by the Director of the Health Department or his 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.

When men are called in for a specific duty assignment on an off-duty day, they 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.

Section 3. When an employee is scheduled to work pre-arranged overtime on their scheduled day off, the employee will receive a minimum of two (2) hours pay at the applicable rate.

ARTICLE TWENTY-TWO

ACTING ASSIGNMENTS

Whenever a Senior Emergency Medical Service personnel is unavailable for duty for any reason, the City agrees to pay an Emergency Medical Service personnel acting pay for that position's rate hour for hour for the total time in that position.

ARTICLE TWENTY-THREE

PAYMENT FOR ACCRUED SICK LEAVE AT RETIREMENT

Section 1. At retirement, the City agrees to pay each employee an amount equal to fifty (50%) percent of all accrued and unused sick leave pay up to a maximum of \$15,000.

ARTICLE TWENTY-FOUR

HEALTH BENEFITS

Section 1. The City agrees to provide each employee with health insurance coverage equal to that provided in the "New Jersey State Health Benefits Program." This coverage shall be fully paid by the City for all employees and their families. The type of benefits being provided are New Jersey Blue Cross and New Jersey Blue Shield coverage, Series 1420; Rider "J"; Major Medical Insurance; all more specifically provided for and explained in the brochure entitled "New Jersey Health Benefits Program."

Section 2. The City also agrees to provide a Prescription Coverage Plan (\$3.00 co-pay) for all employees and their families.

Section 3. The City also agrees to provide a customary fee 50/50 New Jersey Dental Plan for all employees and their families.

(a) As options to coverage provided in Section 3, the

City also provides group Dental Plans: Delta-Flagship Health Systems, Inc. and OraCare Dental Plan.

Section 4. The City agrees to pay for the cost of hepatitis B vaccination shots once during the employment of the employee. The City recognizes that the Emergency Medical Technicians can be tested for Human Immunodeficiency Virus as needed without incurring fees to the employee.

Section 5. The City agrees to pay the full cost of premium for the health benefit coverage provided under this Article for and during the term of this Agreement.

ARTICLE TWENTY-FIVE

GRIEVANCES

Section 1. Should any grievances arise with respect to the meaning, application or interpretation of the Rules and Regulations of the Health Department, such grievance shall follow the grievance procedure below through the fourth step. Such noncontractual grievances will not proceed to Step 5.

Should any grievances arise with respect to the meaning, application or interpretation of the terms of this Agreement, such grievances shall be submitted to the following procedure:

Step 1: The employee shall submit his grievance in writing within four (4) calendar days after the occurrence of the grievance, in duplicate, to the Association Representative, who in turn shall forthwith file one (1) copy with the Emergency Medical Service Supervisor and said Association Representative shall forthwith attempt to settle the matter of the grievance with said Supervisor. Failure to file his grievance

in writing as aforesaid shall bar the employee from any right to proceed further with any grievance.

If the grievance is filed in writing as hereinabove provided, and the matter taken up between the Association Representative and the Emergency Medical Service Supervisor fails to produce amicable settlement of the matter, the grievance shall then proceed to Step 2.

Step 2: If no adjustment has been reached at Step 1, then within five (5) days after Step 1, the Association Representative shall take the matter up with the Emergency Medical Service Chief and every effort shall be made to reach a mutually satisfactory solution.

Step 3: If no solution can be reached, the Association Representative shall refer the matter to the Association President within five (5) days immediately following the disposition of the grievance to Step 2, who shall take the matter up with the Director of the Health Department in an endeavor to adjust it amicably.

Step 4: If no solution can be reached, the Association Representative shall refer the matter to the Association President within five (5) days immediately following the disposition of the grievance to Step 3, who shall take the matter up with the Business Administrator in an endeavor to adjust it amicably.

Step 5: If no solution can be reached, the Association Representative shall refer the matter to the Association President within five (5) days immediately following the disposition of the grievance to Step 4, the grievance will then proceed to arbitration.

Section 2. Either party wishing to remove a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list

of arbitrators be furnished to the Association and the City. If the City and the Association cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Civil Service Commission of the State of New Jersey which might be pertinent, and render his 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 representative or officer of the Association 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.

Only the City or the Association may remove and present a grievance to arbitration.

Section 3. It is specifically understood and agreed that 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 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 TWENTY-SIX

EXTRACONTRACTUAL AGREEMENTS

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

ARTICLE TWENTY-SEVEN

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 thirty (30) days of written notice by either party to the other to nego-

tiate concerning the modifications or revisions of such clause or clauses.

ARTICLE TWENTY-EIGHT

UNIFORM MAINTENANCE ALLOWANCE

Section 1. Effective January 1, 1991, the City agrees to pay to each employee the sum of \$500.00 per annum as a Uniform Maintenance Allowance. Because of the revision by the Federal Internal Revenue Service, the City in cooperation with the Union and employees has arranged for payment of the semi-annual payments of \$250.00 to be paid by payroll check. Accordingly, payment shall be made in the last pay day in June for which the allowance is due with the exception of any allowance due in the month of December. Such allowance to be made in the first pay day of the month of December.

Section 2. The 1988 Federal Family Support Act requires employers to withhold income tax and Social Security on employee business expense allowances effective January 1, 1989.

Section 3. Uniform Maintenance Allowance shall not apply to turn-out gear and safety equipment.

ARTICLE TWENTY-NINE

UNIFORM AND EQUIPMENT ALLOWANCE

1. The City agrees to provide upon initial employment each employee with the following list of uniforms:

- four (4) short sleeve shirts
- four (4) long sleeve shirts

four (4) pairs of pants
one (1) EMS summer jacket
one (1) EMS winter jacket
one (1) velcro equipment belt

Thereafter, the City will supply each year:

four (4) short sleeve shirts
four (4) long sleeve shirts
four (4) pants
Jackets will be supplied as management believes to be necessary.

2. In the event any work uniform as stated is damaged during the performance of a employee's duties, the City agrees to replace or repair the said damaged uniform based upon rules established by the department head.

3. The City agrees to compensate each full-time employee the sum of one hundred and fifty (\$150.00) annually for the purchasing and maintaining of necessary equipment for the employee's regular duties. This is to be paid each year with the last pay period in November. Each employee will then be responsible for the following equipment: penlight, scissors, stethoscope, digital watch or watch with a second hand, equipment pouch, small note pad and an ink pen. All other equipment will be supplied by the City.

4. The City shall reimburse employees within this department at a flat fee of \$33.00 per person per year upon submission by the employee of a paid receipt for safety toe shoes meeting the requirements and specifications in Amercian National Standard for Personnel Protection- Protective Footwear (ANSI Z41-1983-PR).

ARTICLE THIRTY

LABOR MANAGEMENT/SAFETY COMMITTEE

A Labor Management/Safety Committee composed of three (3) representatives from management and three (3) representatives from labor shall meet at least quarterly each year. The purpose of said committee shall be for reviewing safety and health conditions and for making recommendations to improve the image, morale and service of the Emergency Medical Service in the City of Vineland.

ARTICLE THIRTY-ONE

MEALS

City agrees to provide a meal allowance for all employees called in for special emergency overtime (not prearranged overtime or overtime worked in the ordinary course of the performance of an employee's duties) of six dollars (\$6.00) per meal, reimbursed per standard City voucher system within thirty (30) days. The meal allowance would apply to every four (4) hours overtime worked basis during the period of continuous overtime.

ARTICLE THIRTY-TWO

TERM OF AGREEMENT

This agreement shall be effective as of January 1, 1991, and the terms and provisions of this agreement shall continue in full force and effect until December 31, 1992.

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 ABERNATHY
 SCHEDULE "A" WAGES

| <u>NAME</u> | <u>SALARY 1991</u> | | <u>SALARY 1992</u> |
|------------------|--------------------------|----------------------|--------------------|
| | <u>December 30, 1990</u> | <u>June 30, 1991</u> | |
| James Cogdill | \$19,000.00 | \$21,000.00 | \$22,250.00 |
| Thomas Crim | \$17,000.00 | \$17,000.00 | \$20,000.00 |
| Allen Ecker | \$19,000.00 | \$21,000.00 | \$22,250.00 |
| Jennifer Foutz | \$19,000.00 | \$21,000.00 | \$22,250.00 |
| Kelly Heer | \$19,000.00 | \$21,000.00 | \$22,250.00 |
| Mark Hilliard | \$17,000.00 | \$17,000.00 | \$20,000.00 |
| Dominick Mesiano | \$20,500.00 | \$22,250.00 | \$23,750.00 |
| Barbara Mosley | \$20,500.00 | \$22,250.00 | \$23,750.00 |
| Dana Pagnini | \$19,000.00 | \$21,000.00 | \$22,250.00 |
| Armando Pineda | \$20,500.00 | \$22,250.00 | \$23,750.00 |
| Jeffrey Rigione | \$19,000.00 | \$21,000.00 | \$22,250.00 |
| David Sachs | \$17,000.00 | \$17,000.00 | \$20,000.00 |

CITY OF VINELAND

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION LOCAL 349

By: *Bob Romano*
MAYOR
Solores Lopezglo
CITY CLERK

[Signature]
PRESIDENT

NEGOTIATING COMMITTEE:
[Signature]
Andrew Matte
Dennis L. Hurst

NEGOTIATING COMMITTEE
Don Messer
[Signature]
Kelly Keen