

**AGREEMENT**

**BETWEEN**

**BOROUGH OF CARTERET**

**AND**

**FMBA LOCAL #67**

**(EMS DIVISION)**

**January 1, 2009- December 31, 2011**

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AGREEMENT

Between the Borough of Carteret and Firemen's Mutual Benevolent Association Local #67.

PREAMBLE

This agreement, effective as of the first day of January, 2009, by and between the Borough of Carteret, New Jersey, hereafter referred to as the "Borough", and Firemen's Mutual Benevolent Association Local #67, hereafter referred to as the "F.M.B.A./EMS Division", is designated to maintain and promote a harmonious relationship between the Borough of Carteret and such of its employees who are within the provisions of the agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered.

## ARTICLE I

### Recognition and Areas of Negotiations

#### Section 1. Recognition

The Borough hereby recognizes the F.M.B.A. Local #67 as the exclusive representative for collective negotiations with all full time EMS personnel within the EMS Division.

#### Section 2. Areas of Negotiations

The Borough and the F.M.B.A. hereby agree that the F.M.B.A. has the right to negotiate as to rates of pay, hours of work, working conditions, and other terms and conditions of employment for an appropriate negotiation unit established in accordance with N.J.S.A. 34A:5.3 et seq. as amended and supplemented.

#### Section 3. Agency Shop Bill

According to the New Jersey State Law: Chapter 477, Bill-A-688, Agency Shop Bill, the Borough shall deduct from the wages of each employee of the EMS division on the first pay of each month the following:

- a. Initiation fee of \$500.00 for new employees who shall become members of the F.M.B.A. subsequent to the execution of this agreement and for as long as said agreement remains in full force and effect.
- b. Monthly dues in the amount of \$70.00 from the earned wages of all members of the F.M.B.A.
- c. A monthly service fee in the amount of 85% of the regular dues from each member of the fire department, EMS division who is not a member of the F.M.B.A. Said service fee shall be used by the F.M.B.A. to defray expenses used in negotiation of contracts administration of grievance procedures and for acting as exclusive negotiating unit for the EMS Division.
- d. The Union shall indemnify and hold the Borough harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not by the Borough in conformance with this provision. The Union shall intervene in and defend, any administrative or court litigation concerning this provision. In any such litigation, the Borough shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

#### Section 4. Negotiations Committee

There shall be two members on the negotiations committee. These F.M.B.A. members shall be granted leave from duty with full pay for all meetings between the Borough and the F.M.B.A. for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

## ARTICLE II

### Manpower

#### Section 1. Membership

The membership of the EMS Division will be established by the Governing Body and will be consistent with the New Jersey Department of Health regulations with regard to the same.

#### Section 2. Probationary Emergency Medical Technicians.

To enable the Borough to exercise sound discretion in the filling of positions within the EMS division, no appointment to the position of Emergency Medical Technicians in the EMS Division shall be deemed final and permanent until after the expiration of a period of one-year probationary service period. During the probationary period of an employee, the Borough may terminate the employment of such employee, if, based upon observation and consideration of his job performance, the Borough shall deem him unfit for such appointment. Nothing contained herein shall be used to deny any employee of the benefits to which he may be entitled pursuant to the pension provisions of the Public Employees Retirement System covering said employees.

## ARTICLE III

### Hours of Work and Overtime

#### Section 1. Hours of Work

The work schedule for all EMT's shall consist of the following: All regularly scheduled duty shifts shall be in twelve hour increments. During the four (4) week shift cycle all EMT's shall work 156 hours, 39 hours per week average, for total yearly straight time hours of 2028.

#### Section 2. Overtime

In the event that an overtime assignment is required to staff a regularly scheduled duty shift, and per diem or part time employees are unavailable to cover said shift, or part thereof, the overtime assignment will be based upon seniority. A seniority list, to be maintained by the senior EMT on duty, shall be posted at an appropriate location for review by EMS personnel. This list shall include the overtime shifts worked, or refused, by each EMT. To the extent practicable, requests to fill an overtime assignment as provided for herein will be made during the shift immediately before said overtime is anticipated to occur. If an employee refuses to accept an offered overtime assignment, that individual will not be offered another overtime assignment until all other individuals on the seniority list have either received an assignment of overtime or likewise have refused the same. To the extent possible, all scheduled overtime assignments will be offered for the duration of the regularly scheduled duty shift requiring said overtime assignment.

All EMT's called in to work on an emergent basis on other than their regularly scheduled shift shall be paid for a minimum of four hours. All EMT's held over from a prior regularly scheduled duty shift shall be paid for each hour actually worked.

#### Section 3. Overtime During Vacations

Since vacation is to be taken in days, EMT's may be called in for overtime on their scheduled day off.

#### Section 4. Overtime Pay

Time and one-half will be paid for working overtime. The employee will remain on duty for all paid overtime. Any hours in excess of twelve hours in a schedule will constitute overtime.

#### Section 5. Overtime on Holidays

Any employee of the EMS Division called in to work or scheduled on a holiday, as defined in Article IV, Section 1, shall be compensated as follows:

- a) Time and one-half plus the holiday pay.

## ARTICLE IV

### Holidays

#### Section 1. Holidays Listed

All members of the Fire Department, EMS Division shall receive ten holidays and two personal days each year as follows:

- New Year's Day
- Washington's Birthday
- Labor Day
- Lincoln's Birthday
- Memorial Day
- Independence Day
- Veteran's Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- Two (2) Personal Days

A personal day will require 48 hours advance notice and shall be granted at the discretion of the chief.

#### Section 2. Preference for Taking Holiday Leave

Holiday leaves will be granted as scheduling permits. Preference for taking holiday leave will be governed by seniority. Leave may be taken one or more days at a time. Holiday leaves shall not interfere with vacations, but may be taken during the vacation period whenever it does not incur overtime, and must be taken during the then current calendar year unless extenuating circumstances approved by the Fire Chief prevent them from being taken.

#### Section 3. Cancellation of Holiday Leave

Employees shall not be called back to work when on holiday leave. Holiday leave shall not be canceled except in the case of three or more employees on sick leave.

#### Section 4. Compensatory Time

Any member who actively participates in Fire Department programs while he is off duty shall receive compensatory time for his/her participation at a rate of time and one-half for each hour involved, provided said activity is sanctioned by the Chief of Department or his designee. No more than 100 hours of compensatory time may be carried from year to year. Days due can be taken at any time during the year, as long as it does not incur overtime and does not interfere with vacations, personal days or holidays. Use of days due will be at the discretion of the Chief of Department.

Section 5. Preference for Time-Off

At all times, the preference for taking personal days will be governed by seniority. Employees shall be allowed one personal day off per year as provided for above. No more than one man shall be allowed off during a single work day for vacation, personal day off and/or holiday combined. During the week of the F.M.B.A. Convention, those designated to attend the convention will have top priority for time off, over vacation, personal days, holidays, days due, or department education programs. Personal days will have preference over holidays and can be taken during the vacation season.

Section 6. EMT's Leave Record

The Chief shall maintain, update, and post in log form, each EMT's leave record, a continuous departmental list. This list must include the EMT's name, the date requested off, type of leave, approval or reason for denial, and the scheduling officer's signature. Vacations shall be excluded from this list.



## ARTICLE V

### Vacations

#### Section 1. Vacations Received

All members of the EMS Division hired after January 1, 2004, shall receive vacation each year as follows:

1st year to the end of 4th year \_\_\_\_\_ 7 days  
5th year to the end of 9th year \_\_\_\_\_ 9 days  
10th year and beyond (Max) \_\_\_\_\_ 12 days

All members of the EMS Division hired or promoted before 1/1/04 shall receive vacation as follows:

1<sup>st</sup> year to the end of the fourth year \_\_\_\_\_ 8 days  
5<sup>th</sup> year to the end of the 9<sup>th</sup> year \_\_\_\_\_ 10 days  
10<sup>th</sup> year up to (Max) \_\_\_\_\_ 13 days

#### Section 2. Preference for Vacation

Seniority in the department shall be the basis for determining preference for the first three vacation days. Requests for vacations shall be submitted no later than April 1st of any year. The vacation schedule shall be announced by May 1st of each year. No more than a total of six vacation days per week for the department shall be allowed.

## ARTICLE VI

### Severance Pay

#### Section 1. Severance Pay for Sick Time

All members of the EMS Division who are eligible for retirement or disability retirement shall receive the following severance pay:

50 % of accumulated sick, compensatory and vacation time up to \$10,000.00.

#### Section 2. Payment Options

It shall be the option of the retiring member to accept his Severance pay in one lump sum or to receive the same pursuant to the then regular payroll schedule in effect for the Borough.

#### Section 3. Sick Days

After the initial month of appointment and up to the end of the first calendar year EMT's shall be credited with one working day for each month of service; thereafter at the beginning of each calendar year in anticipation of continued employment, EMT's shall be credited 1 ¼ days per month.

For purposes here, one working day shall equal eight (8) hours pay.

#### Section 4. Sick Days Sell Back

Any member having accumulated 15 sick days may opt to sell back any number of sick days at a rate of straight time, not to exceed 8 days per year. The borough agrees to pay the employees this sum by annual bonus check.

## ARTICLE VII

### Leave of Absence

#### Section 1. Leave of Absence

Any EMT may be granted a leave of absence by the Mayor and Council providing that such leave of absence shall be limited to a forty-eight hour period. Such leave of absence shall be without pay. Any request to extend said leave of absence must similarly be approved by the Mayor and Council.

#### Section 2. Death in the Family

All department members shall be granted leave of absence with full pay in the case of death involving the following:

- a. Two working days of absence for member's spouse, child, grandchild, mother, father, brother or sister.
- b. One working day of absence for member's grandfather, grandmother, mother-in-law, father-in-law, brother-in-law, or sister-in-law.

#### Section 3. Sick Leave Clarification

Whenever a member is on scheduled leave and he becomes sick, his scheduled time reverts to sick leave. As long as the employee has sick leave due. A doctor's note will be required.

#### Section 4. Holidays Not Taken

All overtime earned by holidays not taken because of work requirements will be taken within a twelve-month period, or at the end of the twelve-month period will be paid at a rate equal to straight time.

**ARTICLE VIII**

**Salary and Length of Service**

**Section 1. Salary**

	<b><u>Effective 01/01/2009</u></b>
EMT—1 <sup>st</sup> Year	\$24,640.20
EMT—2 <sup>nd</sup> Year	\$27,702.48
EMT—3 <sup>rd</sup> Year	\$28,533.96
EMT—4 <sup>th</sup> Year	\$29,406.00
EMT—5 <sup>th</sup> Year	\$30,278.04
EMT—6 <sup>th</sup> Year	\$31,190.64
EMT—7 <sup>th</sup> Year	\$32,424.72
EMT—8 <sup>th</sup> Year	\$33,725.64

Once an employee of Carteret Fire Department EMS Division attains the top pay rate the salary shall commence as follows:

01/01/2010	\$34,820.76
01/01/2011	\$35,956.44

**Section 2. Length of Service Bonus**

Upon reaching the	
5 <sup>th</sup> Year	\$500 Bonus
10 <sup>th</sup> Year	\$750 Bonus
15 <sup>th</sup> Year	\$1000 Bonus
20 <sup>th</sup> Year	\$1250 Bonus

## ARTICLE IX

### Grievance Procedure

#### Section 1. Grievance Procedure

The following procedure shall be followed concerning the filing and processing of grievances:

- a) For filing purposes, the aggrieved person will have seven working days from the time he discovers that there is a reason for a grievance. The grievance will be declared null and void if it is filed on or after the eighth working day from its discovery.
- b) The grievance shall be presented to the Business Administrator or his/her designee in writing. He will have ten working days in which to submit his reply.
- c) If the grievance is not settled satisfactorily at step b, the grievance shall be submitted to the Public Safety Committee, or its designee. They shall have fifteen working days subsequent to any hearing on the grievance to submit their reply.
- d) If the grievance is not satisfactorily settled at step c, the grievance shall be submitted to the Mayor and Council, or their designee. They shall have fifteen working days from any hearing on the grievance to submit their reply.
- e) If grievance is not settled satisfactorily at step d, the grievance may be submitted to the Public Employment Relations Commission for arbitration by either party. The decision of P.E.R.C. shall be binding upon both parties.

#### Section 2. Costs

- a) Each party shall bear the total costs incurred by themselves.
- b) The fees and expenses of the arbitrator are the only costs, which shall be shared by the two parties, and such costs shall be shared equally.

#### Section 3. Grievance Committee

There shall be two members on the Grievance committee. These F.M.B.A. members shall be granted leave from duty with full pay for all meetings between the Borough and the F.M.B.A. for the purpose of a grievance hearing, when such meetings take place at a time during which such members are scheduled to be on duty.

## **ARTICLE X**

### **F.M.B.A. Activity Protected**

#### **Section 1. Representation of Views**

Nothing shall abridge the right of any duly authorized representative of the F.M.B.A. to represent the views of the F.M.B.A. to the citizens of the Borough on issues, which affect the welfare of its members providing it is not against the Borough of Carteret Municipal policy or while in uniform.

#### **Section 2. Bulletin Boards**

The Borough shall permit the F.M.B.A. to use the bulletin board in each firehouse for the posting of notices concerning F.M.B.A. business and activities.

#### **Section 3. FMBA Conventions**

To the extent required by law, the borough agrees to grant leave of absence with pay to the President of the FMBA Local #67 to attend the annual state FMBA convention.

## **ARTICLE XI**

### **Uniforms & Personal Equipment**

#### **Section 1. Equipment Supplied**

Each new full time EMT employed by the Borough shall be provided, at the Borough's expense, the following equipment:

- a) Dress Uniform: trousers, jacket, cap, and winter dress jacket.

In the event any of the above are destroyed or damaged in the line of duty, same will be replaced at the Borough's expense. Otherwise, replacement shall be at a cost to the individual EMT.

#### **Section 2. Station Wear**

Personnel on duty shall wear blue work shirts and blue work trousers with black shoes and optional station wear cap.

#### **Section 3. Clothing Allowance**

All EMT's shall receive an annual uniform allowance of two hundred-fifty dollars (\$250.00); payment should be made on or before February 1<sup>st</sup> of each year.

## ARTICLE XII

### Health and Welfare

#### Section 1 a. Major Medical Plan

The Borough agrees to assume the full cost of borough provided Major Medical Plan as provided for herein, the Borough shall provide to all full-time members of the EMS Division the medical and dental insurance program in effect for all other Borough employees. The borough also agrees to provide a Prescription Plan.

1 b. Employees hired after 1/1/04 shall contribute 15% of the cost of all medical plans.

#### Section 3. Dental Plan

The Borough shall contribute fifty (50%) percent of the premiums per employee towards a dental plan. Said plan shall be the choice of the Borough. The Borough shall also deduct the employee's contribution toward the plan and shall forward payment to the carrier as billed. Such coverage shall cease at retirement.

#### Section 4. Life Insurance

All members of the Fire Department, EMS Division shall have ten thousand dollars life insurance coverage, including death benefits, immediately upon being sworn in and assuming the duties of EMT. All members upon retirement or disability retirement shall have a paid-up life insurance policy of five thousand dollars.

#### Section 5. Mutual Aid

The Borough shall see that employees that are either injured or killed while rendering aid to a neighboring community are fully covered by insurance and pensions.

#### Section 6. Vacation and Holiday Pay

In case of death of any employee, all vacation pay and holiday pay to him shall be paid to the employee's estate.

#### Section 7. Sick Days Defined

EMT's shall be credited 1 ¼ days per month.

For purposes here, one working day shall equal eight (8) hours pay.

#### Section 8. Sick Day Pay

If a career EMT dies while an employee of the Borough, his estate shall receive compensatory monies for his sick days that are due to him had he retired.

#### Section 9. Substance Abuse Policy

The Borough reserves the right during the terms of this agreement to implement a random drug and alcohol testing policy similar to that in effect for the Carteret Police Department.

## **ARTICLE XIII**

### Education

#### **Section 1. Tuition Reimbursement**

Employees who are authorized by the Public Safety Committee to take an emergency services course at any accredited college will be reimbursed the tuition after successfully completing the course. Books necessary for these courses will be paid for by the Borough and kept in the firehouse for reference and use by all personnel.

#### **Section 2. Time Off for Attendance**

Any EMT who is authorized to attend a course or seminar paid for by the Borough shall be compensated for time spent attending the same at a rate of time and one-half, if the employee's attendance at said course or seminar extends beyond his regular scheduled hours of work.

## **ARTICLE XIV**

### Promotions, Commendations and Honorable Mentions

#### **Section 1. Promotions**

Any promotions in the EMS Division shall be in accordance with Civil Service regulations and applicable New Jersey Statutes.

#### **Section 2. Honorable Mention Award**

It is the desire of the Borough of Carteret to award in a tangible way those of its EMT's who perform their duties in an exemplary fashion. Any EMT earning the award of Honorable Mention will receive a commendation and medal, to be presented to the EMT during the Mayor's Awards Ceremony at the January Reorganization Meeting.

#### **Section 3. Departmental Commendation**

The Fire Commissioner, Fire Chief, F.M.B.A. Executive board and the Captains will designate those EMT(s) who will receive the Departmental Commendation.

#### **Section 4. EMT of the Year**

The Fire Commissioner, Fire Chief, F.M.B.A. Executive board and the Captains during the month of December, will choose an EMT for the "EMT of the Year" Award for their actions above and beyond the call of duty to the Borough of Carteret and the EMS Division.



## **ARTICLE XV**

### Strikes, Lock Outs, and Transfers

#### Section 1. Strikes

The employees agree that they shall not, at any time, engage in a strike against the Borough.

#### Section 2. Lock Outs

The Borough agrees that at no time shall it engage in what is commonly known as a lock out of employees, either directly or indirectly.

#### Section 4. Exchanging Shifts

All employees shall be permitted to exchange shifts as long as there is no additional cost to the borough and as approved by the chief.

## **ARTICLE XVI**

### Retention of Benefits

The Borough agrees that all benefits, terms and conditions of employment not covered by this agreement and relating to the status of members of the F.M.B.A. shall be maintained at not less than the highest standards in effect at the time of the execution of this Agreement.

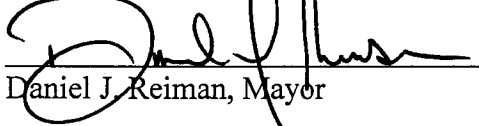
**ARTICLE XVII**

**Terms and Conditions of this Agreement**

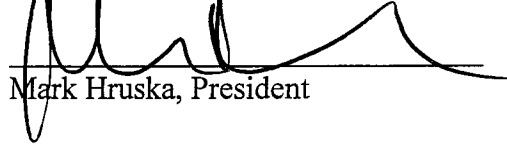
Term of the Agreement between the Borough of Carteret and the Firemen's Mutual Benevolent Association, Local #67, shall be effective from January 1, 2009. This agreement shall continue to remain in effect and full force for 2009, 2010, 2011 or until a new Agreement is signed.

IN WITNESS WHEREOF the parties hereto have here unto set their hands and seals, or caused these present to be signed by their proper officers, and their seal to be hereto affixed this

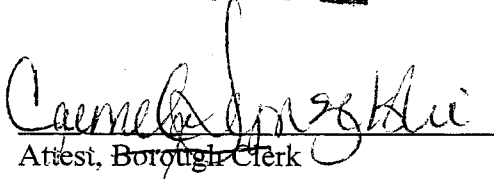
**For the Borough of Carteret**

  
Daniel J. Reiman, Mayor

**For the F.M.B.A. Local #67**

  
Mark Hruska, President

sworn to and subscribed  
before me this  
29th day of March, 2016

  
Attest, Borough Clerk

**CARMELA POGORZELSKI**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 9/6/2012**