

contract # 1738

A G R E E M E N T

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, 1993 through DECEMBER 31, 1995

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AGREEMENT, dated the _____ day of _____,

1994, 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 provide 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,

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 four (4) 12 hour tours days on-duty and four (4) 12 hour tours days off-duty effective the beginning of the work week on or about July 31, 1994. Each tour on-duty shall commence at either 7:00 a.m. continuing to 7:00 p.m. or commencing at 7:00 p.m. continuing to 7:00 a.m. It is acknowledged that by implementation of the preceeding schedule, the City of Vineland will not incur any payments at the overtime rate of pay for any hours worked on said schedule. Should the City of Vineland be denied the 7k Exemption of the Fair Labor Standards Act by any Federal or State Agency, legislation or ruling by any Court of Competent Jurisdiction, the bargaining unit agrees to allow the existing schedule to be modified utilizing the manning level in such a manner that the City of Vineland would not incur any payments at the overtime rate for implementation of said modified schedule. The parties agree that they will reopen negotiations on those issues which are negatively impacted by

any Federal or State Agency, legislation or Court ruling which results in the City of Vineland being denied the 7k Exemption.

NOTE: It is agreed that Section 1 of this Article will be mutually reviewed by the City and the Union in the event concerns develop with respect to patient care claims, other quality assurances, motor vehicle accidents and injuries and employee safety including fatigue, which concerns are the direct result of the length of the tour of duty scheduling. Employees scheduled to work during the change from standard to daylight savings time will work one additional hour at the conclusion of the scheduled tour of duty.

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 nonunion 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") at 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.

Section 7. Medical records are covered by the Federal Confidentiality Act and can be released pursuant to

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 January 3, 1993 (for the year 1993) an employee's base wage shall be increased in accordance with "Schedule A" attached hereto.

(b) Effective January 2, 1994 (for the year 1994) an employee's base wage shall be increased in accordance with "Schedule A" attached hereto.

(c) Effective January 1, 1995 (for the year 1995) 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 1993, 1994, and 1995 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 January 3, 1993.

Section 3. This Contract is for a term of three (3) years and therefore shall continue in full force and effect until December 31, 1995.

until December 31, 1995.

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, 2.5 tours per quarter of service;

after one (1) year of service and up to the completion of five (5) years of service, thirteen (13) working tours vacation, except for year 1994 where said employee shall receive fourteen (14) working tours vacation;

after five (5) years of service and up to the completion of thirteen (13) years of service, fifteen (15) working tours vacation;

after thirteen (13) years of service and to the completion of twenty (20) years of service, twenty (20) working tours vacation.

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

fourteen (14) days 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.

Section 8. Selection and Scheduling of Vacation

A. The selection and scheduling of vacation leave shall be in accordance with a Vacation Selection "Book" procedures as follows:

Beginning October 1 of the preceding calendar year vacation leave and before November 1 selection will be as follows:

Priority Vacation Leave Tours

1. Senior Emergency Medical Technicians will have the first selection of no less than two (2) consecutive working tours, no more than eight (8) total working tours, of their choice. These shall be considered their "priority" vacation leave tours.
2. Emergency Medical Technicians will then select by seniority from the remaining days. The selection process will be limited to no less than two (2) consecutive working tours nor more than eight (8) working tours, of their choice. These shall be considered their "priority" tours.

Second Selection of Vacation Leave Tours

1. Senior Emergency Medical Technicians will have the first choice of the second selection of vacation leave tours.
2. Emergency Medical Technicians will select by seniority in the same manner as stated above for the Senior Emergency Medical Technicians.

Remaining Unselected and Unscheduled Vacation Leave

Remaining unselected and unscheduled vacation leave from the "priority" and "second selection process" will be submitted no less than fourteen (14) days in advance on a first come, first served basis - seniority excluded.

B. Each Emergency Medical Technician platoon will have the Vacation Selection "Book" for up to a week in the preceding October selection and scheduling period.

C. It is understood that a member does not have to select priority vacation leave tours.

D. Custodian of the Vacation Selection Book

The Custodian of the Vacation Selection "Book" will be the Emergency Medical Service Chief after November 1 of the preceding calendar 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 holi-

day 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.

Section 4. Holiday Pay shall not be allowed an employee unless he is working during the week in which the holiday falls, and is on the job and available for work his last full scheduled workday before and his first full scheduled workday after the holiday, even though in different work weeks, except in case of proven illness or personal injury substantiated by a medical certificate.

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

prearranged 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 prearranged and the prearrangement conditions will be strictly adhered to by the parties. The prearrangement 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 non-working hours in any court of competent jurisdiction including New Jersey State Departmental Divisional hearings, shall be compensated for such hours on an hour for hour basis. Such compensation shall be at the overtime rate

of pay.

Section 2. 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 by reason of which such employee is unable to perform the usual duties of his position. Sick Leave may be used by employees who are unable to work because of:

1. Personal illness or injury
2. Exposure to contagious disease
3. 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 and step-mother to be part of the immediate family or other near relative.
4. Death in the employee's immediate family for a reasonable period of time.

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 temporary disability 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 ter-

minate 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) working day per month during the remainder of the first calendar year of employment after initial appointment, and fifteen (15) working days in every calendar year thereafter; said days accruing, as earned, at the rate of one and one-fourth (1½) days per month. To be eligible for earned sick time, an employee must be on the City of Vineland payroll for the first fifteen (15) days of the month.

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 of 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 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.

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

Employees shall be granted special leave with pay in the event of death in the employee's immediate family of up to three (3) days. Funeral leave shall commence upon notification of death and shall terminate the day of internment. "Immediate family" shall be defined as spouse, father, mother, step-father, step-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 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 a maximum of four (4) days.

In the event that Emergency Medical Service person-

nel 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, and shall not be unreasonably denied.

ARTICLE NINETEEN

PERSONAL LEAVE TOUR OF DUTY

Section 1. Personal Leave Days.

(a) The City shall grant three (3) 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 April 30, for thirty consecutive days, will earn one day;
- (2) continued employment between May 1 through August 31, will earn an additional day;
- (3) continued employment between September 1 through December 31, will earn another day.

Notwithstanding the above, any personal day allowed but not earned under the four 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 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 and Medical Leave Act of 1993 (FMLA), which went into effect on August 5, 1993 and for 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:

1. Employee's own serious health condition.
2. The birth or adoption of a child.
3. 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 inspec-

tion 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 employees 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 prearranged overtime on their scheduled day off, the employee will receive a minimum of two (2) hours pay at the applicable rate.

Section 4. As previously stated, 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 City will call the names on the list first for they shall have the right of first refusal for overtime.

The City will have no obligation to call other full time employees not on the list since the list will include only those employees who are at rest or who have had a minimum of six (6) hours rest between work periods.

The rotation list shall be maintained by the Union and shall be updated every three (3) weeks.

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

ARTICLE TWENTY-TWO

ACTING ASSIGNMENTS

When a Senior Emergency Medical Technician is unavailable for duty and an Emergency Medical Technician is assigned to act in the position of Senior Emergency Medical Technician, the City agrees to pay acting pay for that position's rate hour for hour for the total time in that position and shall be paid at either the lowest range of the current salary ordinance of 5% of the employee's existing rate, whichever is higher.

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.

Section 2. This supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half ($\frac{1}{2}$) accumulated sick days times the eligible employee's daily rate of pay which is based upon the average annual

base compensation received during the last year of his employment, prior to the effective date of his retirement; provided, however, that no such lump sum supplemental compensation payment shall exceed \$15,000.

Section 3. Payment shall be made promptly, if funds are available, but no later than one (1) month after the final adoption of the budget of the City of Vineland for the year succeeding the effective date of retirement of the employee.

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 for all employees and their families as follows:

\$5.00 co-pay for name brand prescriptions

\$3.00 co-pay for all generic brand prescriptions

- 0 - co-pay for all mail order prescriptions

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, who shall, within five (5) days immediately following the disposition of the grievance to Step 2, 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, who shall, within five (5) days immediately following the disposition of the grievance to Step 3, 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 negotiate concerning the modifications or revisions of such clause or clauses.

ARTICLE TWENTY-EIGHT

UNIFORM MAINTENANCE ALLOWANCE

Section 1. Where uniform maintenance is provided by the City, no allowance shall be paid to the employees. If the City commences providing uniform maintenance during a contract year, the allowance due to the employees shall be prorated based on the number of whole months that the City did not provide the uniform maintenance.

Section 2. It is acknowledged that the City must bid for laundering of uniforms in accordance with the Local Public Contracts Law, therefore, there could be a time gap between contracts. If a time gap exists, the employee(s) will be reimbursed for laundering services upon presentation of receipt for said service.

Section 3. If at any time an employee is called in for service and the City provided uniform is unavailable and the employee's personal clothing is worn during the course of providing on-duty service to the City of Vineland, the City would reimburse the employee for the cost of laundering their personal clothing upon presentation of receipt for said service.

Section 4. It is acknowledged that both the City and the employee, in the event of personal laundering, must comply with all the Occupational, Safety and Health Administration mandated by the guidelines for garments exposed to blood borne pathogens.

Section 5. Uniform Maintenance Allowance shall not

apply to turn-out gear and safety equipment.

NOTE: January 1, 1994, the City assumed responsibility for laundry services for Emergency Medical Technicians' uniforms. Prior to January 1, 1994, the City had paid Uniform Maintenance Allowance which was honored up to and including December 31, 1993, as more particularly set forth in the Emergency Medical Service contract.

ARTICLE TWENTY-NINE

UNIFORM AND EQUIPMENT REIMBURSEMENT

Section 1. The City agrees to provide upon initial employment each employee with no less than four (4) 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 (8) uniforms per employee for the duration of their full time employment in the position of Emergency Medical Technician.

Section 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.

Section 3. The City agrees to reimburse each full-time employee to a maximum of one hundred fifty (\$150.00)

dollars annually for the purchasing and maintaining of necessary equipment for the employee's regular duties upon submission of paid receipts. This is to be paid each year with the last pay period in November. Each employee 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, an ink pen and a map book.

Section 4. The City shall reimburse employees within this department an amount not to exceed up to \$50.00 person per year upon submission by the employee of a paid receipt for safety shoes meeting the requirements and specifications in American National Standard for Personnel Protection Protective Footwear (ANSI 241-1985-PR).

Section 5. The City will provide rain gear and equipment bag as approved by management.

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

OUTSIDE ACTIVITY/EMPLOYMENT IMPAIRMENT

Employees covered by this contract are considered to be full time employees of the City of Vineland. It is also recognized that in exchange for full time employment, the City is the primary employer of all full time personnel. It is further understood by the City and the Union members that 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 incumbrance 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 Technicians. Personnel employed by the City of Vineland Emergency Medical Service shall have had a minimum of six (6) consecutive rest hours prior to commencing an on-duty period for the City of Vineland, such rest hours shall have been completed no more than four (4) hours prior to the commencement of the on-duty period.

ARTICLE THIRTY-THREE

TERM OF AGREEMENT

This agreement shall be effective as of January 1, 1993, and the terms and provisions of this agreement shall continue in full force and effect until December 31, 1995.

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

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION LOCAL 349

By:

Paul Romano
MAYOR
Solomon Lopez
CITY CLERK

James O'Leary
PRESIDENT

NEGOTIATING COMMITTEE:

Joseph M. Decker
Jeff Hurrell

NEGOTIATING COMMITTEE:

[Signature]
Kelly Decker
Don Mesivong

SCHEDULE "A" WAGES

<u>NAME</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>
Thomas Crim	\$21,000.00	\$21,000.00	\$24,470.00
Allen Ecker	\$23,530.00	\$23,530.00	\$24,470.00
Jennifer Foutz	\$23,530.00	\$23,530.00	\$24,470.00
Marc Grotti	\$19,500.00	\$21,000.00	\$21,840.00
Kelly Heer	\$23,530.00	\$23,530.00	\$24,470.00
Mark Hilliard	\$21,000.00	\$21,000.00	\$24,470.00
Gregorio Lopez,	\$19,500.00	\$21,000.00	\$21,840.00
Dominick Mesiano(Sr.)	\$25,115.00	\$25,115.00	\$26,119.00
Dana Pagnini	\$23,530.00	\$23,530.00	\$24,470.00
Armando Pineda(Sr.)	\$25,115.00	-0-	-0-
Jeffrey Riggione	\$23,530.00	\$23,530.00	\$24,470.00
David Sachs	\$21,000.00	\$21,000.00	\$24,470.00
Eric Sammons	\$19,500.00	\$21,000.00	\$21,840.00

For staff hired after June 30, 1994:

	<u>1993</u>	<u>1994</u>	<u>1995</u>
Senior	\$25,115.00	\$25,115.00	\$26,119.00
Top (3 years or more)	\$23,530.00	\$23,530.00	\$24,470.00
3 (2 years of service)	\$21,000.00	\$21,000.00	\$21,840.00
2 (1 year of service)	\$21,000.00	\$21,000.00	\$21,840.00
1 (Starting salary)	\$19,500.00	\$19,500.00	\$19,500.00