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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

EMS, LOCAL 349

an employee representative

EFFECTIVE JANUARY 1, 1996 through DECEMBER 31, 1999

AGREEMENT

between

THE CITY OF VINELAND

a municipal corporation of the State of New Jersey

and

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL 300

an employee representative

EXPIRES JANUARY 1, 1988

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AGREEMENT, dated this 8th day of May, 1997, 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, EMS, LOCAL 349, Vineland, New Jersey (hereinafter referred to as the "Association"). 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 ONE

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 TWO

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 twelve (12) hour consecutive work period. The F.M.B.A., EMS Local 349, acknowledges that the City has a managerial prerogative to hire personnel to work a flexible schedule to meet departmental needs. A full-time employee's regular schedule shall ordinarily consist of four (4) days on-duty and four (4) days off-duty.

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 THREE

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 FOUR

FAIR LABOR STANDARDS ACT (FLSA)

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

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

ARTICLE 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 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/her 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. 11A:6-10, 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, EMS, 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. The duly authorized representatives shall not be required to return to work until his/her next full scheduled work shift.

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/her desire to have deductions made from his/her 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 Station No. 1 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 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.

Section 5. Union bulletins shall be maintained in a neat and orderly fashion by the Union representative.

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/her personnel file and has the right to examine his/her file at any time mutually convenient to the employee and the designated custodian of the file.

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 City Policy. Employees may discuss City Policy with their Department Head.

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 31, 1995 (for the year 1996) an employee's base wage shall be increased in accordance with "Schedule A" attached hereto.
- (b) Effective December 29, 1996 (for the first half of the year 1997) an employee's base wage shall be increased in accordance with "Schedule A" attached hereto.
- (c) Effective June 29, 1997 (for the second half of the year 1997) an employee's base wage shall be increased in accordance with "Schedule A" attached hereto.
- (d) Effective January 4, 1998 (for the year 1998) an employee's base wage shall be increased in accordance with "Schedule A" attached hereto.
- (e) Effective January 3, 1999 (for the year 1999) 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.

Section 2. The specific wages for employees hereunder for the calendar year 1996, 1997, 1998 and 1999 shall be provided as 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 retroactive from January 5, 1996.

Section 3. This Contract is for a term of four (4) years and therefore shall continue in full force and effect until December 31, 1999.

ARTICLE ELEVEN

PAY PERIOD

Section 1. All 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) Payments for hours worked at the overtime rate;
- (c) Other payments, hours and entitlements to the extent possible and practicable to the limits of the computerized payroll accounting system.

Such payments, hours and entitlements shall be explained in the deduction code attached to the employee's paycheck. The City will use its best endeavor to provide as much information printed on the paychecks that the employee desires, within limits and constraints imposed by the computerized payroll accounting system.

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;

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 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 tours to be granted will be the proportional number as accrued monthly 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 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.

A. The union contract is binding to both the City and the employees of the bargaining unit. The union contract specifies vacation allowance shall be taken in the year it is earned. Employees have the responsibility to schedule and utilize vacation days without continued accrual on the payroll records of the City.

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

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 fourteen (14) 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/her 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/her benefit during the year of his/her 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/she is working during the week in which the holiday falls, and is on the job and available for work his/her last full scheduled workday before and his/her 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.

Section 5. Any employee entitled to receive holiday pay may elect to take time off in lieu of cash payment for three (3) of his/her fourteen (14) holidays, provided, however, that the employee shall request in writing such time off in accordance with Division Policy. Said request shall not be unreasonably denied.

Note: Minimum departmental notice of desired time off is fourteen (14) days. Holiday pay is currently paid in the last pay of June and the first pay of December. Should any of the three (3) days desired off be in June they must be scheduled by May 1. Should any of the three (3) days desired off be in December they must be scheduled by November 1.

ARTICLE FOURTEEN

EDUCATION AND TRAINING INCENTIVES

Section 1. College Courses. 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.

Section 2. Continuing Education Units. 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.

The City recognizes that the Emergency Medical Technicians must be certified. Effective 1997, the City agrees to reimburse the EMT's for continuing education units in an amount not to

exceed \$160.00 per year. The City will only reimburse for the continuing education units needed to recertify an EMT. In order to receive reimbursement for the continuing education units, the employee must submit a certificate of successful completion to the Department Head or designee, along with a receipt from the educational program for the course provided. The City will reimburse for continuing education unit courses approved by the Certifying Agency, the New Jersey Department of Health, Office of Emergency Medical Services, said course reimbursement to be in accordance with the City of Vineland Department of Health, EMS Division Policy. Continuing education units should be of a nature and description that benefits the City, EMS and quality of care provided to the residents of the City.

ARTICLE FIFTEEN

TRAVEL ALLOWANCES

Section 1: Per Diem Meal and Lodging Expenses.

The City agrees to reimburse employees as stated herein, on a per diem basis, as established by the rules and regulations of the Business Administrator. 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, shall be entitled to 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 thirty-one (31¢) cents per mile, or as otherwise 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/she 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/her 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/her duties, as evidenced by a Certificate of a City-designated physician or other doctor acceptable to the City, he/she shall not be charged annual sick leave with pay or any accumulations thereof, but be granted leave of absence with pay for a period of 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/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/her 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/she 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 two-thirds (2/3) working tours per month during the remainder of the first calendar year of employment after initial appointment, and ten (10) working tours in every calendar year thereafter; said days accruing, as earned, at the rate of five-sixths (5/6) tours 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/her to sick leave, he/she 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/her return to work, to be examined, at the expense of the City, by a physician

designated by the City. Such examination shall establish whether the employee is capable of performing normal duties and that his/her return will not jeopardize the health of other employees.

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) hours. Funeral leave shall commence upon notification of death and shall terminate the day of interment. "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) hours.

In the event that Emergency Medical Service personnel is on a shift and is notified of a death in his/her immediate family, he/she will be excused for the remainder of his/her tour of duty so long as he/she 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 Tours.

The City shall grant three (3) personal leave tours of duty annually to each employee, subject to the following conditions. Personal leave tours shall be granted by the City upon three (3) calendar days prior written request of the employee, which request shall be in accordance with Division Policy. Said request shall be granted, at the discretion of the Director of the Department of Health or designee, so long as the 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 designee. Personal leave tours shall not accumulate. If an emergency requires calling into work of an employee from a scheduled and approved personal leave tour, or if the employee voluntarily makes himself/herself available for work during an emergency on a scheduled and approved personal leave tour, then in that event, his/her personal leave tour 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 tour;
- (2) continued employment between May 1 through August 31, will earn an additional tour;
- (3) continued employment between September 1 through December 31, will earn another tour.

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

The above applies to new employees, except that they may not use these earned tours 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 tours prior to the completion of said ninety (90) day employment upon approval of the Division Head or 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/her regular pay and that paid to him/her by the above mentioned services. The employee shall be paid his/her 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 or employees covered by a current collective bargaining agreement (February 5, 1994), employees who have worked at least 1,250 hours during the preceding 12 months are eligible to receive an unpaid leave of absence for a period not to exceed 12 weeks in any 12 month period.

Leave may be taken only for the following reasons:

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. Overtime will be paid for hours worked in excess of forty (40) hours per week in accordance with the Fair Labor Standards Act.

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

Hours worked will be credited in 15 minute increments.

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.

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 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 Rotation List for all types of overtime will consist of the names of all full and part-time employees alternating through the list. No employee shall appear on the list more than once until all employees are listed. New employees, whether full or part-time, will be added to the list. Next to each name will be listed a single and valid designated telephone or pager number supplied in writing to an EMS supervisor. The list will be provided on a 6 month basis, no later than the first day of January and the first day of July. The first list will provided to the staff within 2 weeks of signing of the contract and shall cover the balance of calendar year 1997. Overtime shall be offered from a Rotation List provided by Management.

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

EMTs who are unavailable to work because of already being scheduled or being in conflict with the required rest period will not be considered for overtime, regardless of whether their names are on the rotation list. Employees accepting the overtime must be available to work a minimum of 6 hours, unless the overtime offered is less than 6 hours.

The caller will call the names on the list in the order that they appear and that employee shall have the right of first refusal for the overtime. If no response, caller will proceed to next name on the list. Any employee accepting overtime has the obligation to notify the work station as far in advance as practical but in any case not less than three (3) hours before the shift starts if he/she is unable to report for duty.

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

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

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

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

ARTICLE 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 tours 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/her employment, prior to the effective date of his/her 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; 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., Delta Preferred Provider Option (PPO) 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. Effective July 1, 1997, the City will pay for the cost of a test to determine the level of immunization. A booster shot will be given if required. The City recognizes that the Emergency Medical Technicians can be tested for Human Immunodeficiency Virus as needed without incurring fees to the employee.

Note: The scientific data related to hepatitis B vaccination shots, the test to determine the level of immunization and booster shots has not been clarified through medical professionals. If any revisions are made by the medical professional, the City has the right to notify the Union of the recommended revisions, which will affect this section of Article 24. The City reserves the right to review medical technology.

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.

Section 6. Employees on approved Leave of Absence, pursuant to regulations of the State Health Benefit Program, are responsible for payment of said health benefits in accordance with the applicable regulations.

Section 7. It is agreed that a Joint Health Care Sub-Committee, formed under the Mayor's Insurance Committee, comprised of one (1) F.M.B.A., EMS, Local 349 union person and union officers, and open to one (1) employee representative from each of the eight other bargaining units, will be established and meet bi-monthly, starting no later than February 1, 1997 to explore ways to reduce health care costs while maintaining quality care. The employee will be released from his/her regular shift to attend the meetings. It is understood that the City retains the right to select the insurance carrier or to be self-insured for the provision of any Health and Welfare benefits. The Committee will be effective during the term of this contract for all activities related to the review of provider proposals. Any change in insurance provider that impacts the level of benefits or administrative procedures from those currently in place will be subject to negotiation. The City also agrees to reopen the issue of medical insurance for employees that retire in the future if there is a change in insurance carriers.

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/her 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 EMS Supervisor and said Association Representative shall forthwith attempt to settle the matter of the grievance with said Supervisor. Failure to file his/her 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 EMS 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 EMS 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/her award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and the Association. Any 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/her pay shall be determined;
- (c) would require an arbitrator to consider, rule on, or decide any of the following:
 - (i) the elements of a job assignment;
 - (ii) the level, title or other designation of an employee's job classification;
 - (iii) the right of Management to assign or reassign work;
 - (iv) pertains in any way to the establishment or administration of insurance, pension, savings or other benefit plans in which employees are eligible to participate;
 - (v) the right of Management to determine and assign shift hours, except as limited by this agreement;
 - (vi) involves discipline or discharge of employees;
 - (vii) involves violations of State laws and regulations.

ARTICLE 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

Section 1. Uniform maintenance is provided by City.

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.

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 seventy-five (\$175.00) 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:

<u>\$100.00</u>	<u>in</u>	<u>1996</u>
<u>- 0 -</u>	<u>in</u>	<u>1997</u>
<u>\$100.00</u>	<u>in</u>	<u>1998</u>
<u>- 0 -</u>	<u>in</u>	<u>1999</u>

per person 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 Z41-1985-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 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 encumbrance including fatigue, physical and emotional exhaustion and from any substance abuse. Employees who are impaired by fatigue, exhaustion and substance abuse can be considered to be in breach of this contract and its employment conditions. Outside activity which affects the ability of an employee covered by this contract from performing the full-time employment responsibilities can jeopardize continued employment as it is considered to be in conflict with Management's right to assign work to be completed in accordance with the work station standards of performance as recognized by the New Jersey Department of Health for Emergency Medical Technician. 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, 1996, and the terms and provisions of this agreement shall continue in full force and effect until December 31, 1999.

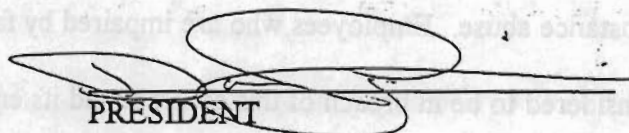
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers the day and year first above written.

CITY OF VINELAND

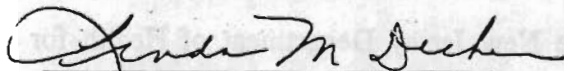
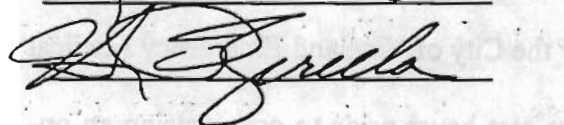
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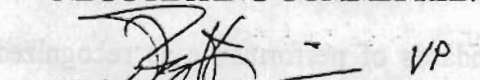
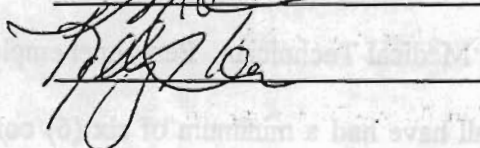

MAYOR

CITY CLERK


PRESIDENT

NEGOTIATING COMMITTEE:

NEGOTIATING COMMITTEE:

 VP


SCHEDULE "A" WAGES

<u>NAME</u>	<i>Salary</i>		<i>Hourly</i>		
	<u>12-31-95</u>	<u>12-29-96</u>	<u>6-29-97</u>	<u>1-4-98</u>	<u>1-3-99</u>
Robert Boyer	\$22,710.00	\$26,214.30	\$11.97	\$12.33	\$12.82
Thomas Crim	\$27,178.00	\$27,988.20	\$12.78	\$13.16	\$13.69
Michael Deem	\$25,448.00	\$26,214.30	\$11.97	\$12.33	\$12.82
Fredrick DeMary	\$22,710.00	\$26,214.30	\$11.97	\$12.33	\$12.82
Jennifer Foutz	\$27,178.00	\$27,988.20	\$12.78	\$13.16	\$13.69
Marc Grotti	\$25,448.00	\$26,214.30	\$11.97	\$12.33	\$12.82
Kelly Heer	\$25,448.00	\$26,214.30	\$11.97	\$12.33	\$12.82
Mark Hilliard	\$27,178.00	\$27,988.20	\$12.78	\$13.16	\$13.69
Joseph Lawrence	\$25,448.00	\$26,214.30	\$11.97	\$12.33	\$12.82
Gregorio Lopez	\$25,448.00	\$26,214.30	\$11.97	\$12.33	\$12.82
Robert Marts	\$22,710.00	\$26,214.30	\$11.97	\$12.33	\$12.82
Dana Pagnini	\$27,178.00	\$27,988.20	\$12.78	\$13.16	\$13.69
Troy Perkins	\$20,279.00	\$20,892.60	\$9.54	\$11.00	\$12.82
Matthew Robison	\$22,710.00	\$26,214.30	\$11.97	\$12.33	\$12.82
David Sachs	\$25,448.00	\$26,214.30	\$11.97	\$12.33	\$12.82

Wage Guide:

	<u>12-31-95</u>	<u>12-29-96</u>	<u>6-29-97</u>	<u>1-4-98</u>	<u>1-3-99</u>
Senior	\$27,178	\$27,988	\$12.78	\$13.16	\$13.69
Step 4	\$25,448	\$26,214	\$11.97	\$12.33	\$12.82
Step 3	\$22,710	\$23,389	\$10.68	\$11.00	\$11.44
Step 2	\$20,279	\$20,893	\$9.54	\$9.83	\$10.22
Step 1	\$20,279	\$20,893	\$9.54	\$9.83	\$10.22

SCHEDULE A - WAGES

NAME	Salary	Hours
Robert Boyer	\$22,910.00	217.97
Thomas Chin	\$23,172.00	212.78
Michael Dean	\$22,448.00	211.97
Fredrick Delany	\$22,710.00	211.97
Jennifer Fouts	\$23,172.00	212.78
Blair Grant	\$22,448.00	211.97
Kelly Herz	\$22,448.00	211.97
Mark Hubbard	\$23,172.00	212.78
Joseph Lawrence	\$22,448.00	211.97
Gregorio Lopez	\$22,448.00	211.97
Robert Martin	\$22,710.00	211.97
Dana Padgett	\$23,172.00	212.78
Troy Perkins	\$20,239.00	20.54
Matthew Robinson	\$22,710.00	211.97
David Sells	\$22,448.00	211.97
Wade White		
Step 1	\$20,239	20.54
Step 2	\$20,239	20.54
Step 3	\$20,239	20.54
Step 4	\$20,239	20.54
Step 5	\$20,239	20.54
Step 6	\$20,239	20.54
Step 7	\$20,239	20.54
Step 8	\$20,239	20.54
Step 9	\$20,239	20.54
Step 10	\$20,239	20.54
Step 11	\$20,239	20.54
Step 12	\$20,239	20.54
Step 13	\$20,239	20.54
Step 14	\$20,239	20.54
Step 15	\$20,239	20.54
Step 16	\$20,239	20.54
Step 17	\$20,239	20.54
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Step 19	\$20,239	20.54
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Step 54	\$20,239	20.54
Step 55	\$20,239	20.54
Step 56	\$20,239	20.54
Step 57	\$20,239	20.54
Step 58	\$20,239	20.54
Step 59	\$20,239	20.54
Step 60	\$20,239	20.54
Step 61	\$20,239	20.54
Step 62	\$20,239	20.54
Step 63	\$20,239	20.54
Step 64	\$20,239	20.54
Step 65	\$20,239	20.54
Step 66	\$20,239	20.54
Step 67	\$20,239	20.54
Step 68	\$20,239	20.54
Step 69	\$20,239	20.54
Step 70	\$20,239	20.54
Step 71	\$20,239	20.54
Step 72	\$20,239	20.54
Step 73	\$20,239	20.54
Step 74	\$20,239	20.54
Step 75	\$20,239	20.54
Step 76	\$20,239	20.54
Step 77	\$20,239	20.54
Step 78	\$20,239	20.54
Step 79	\$20,239	20.54
Step 80	\$20,239	20.54
Step 81	\$20,239	20.54
Step 82	\$20,239	20.54
Step 83	\$20,239	20.54
Step 84	\$20,239	20.54
Step 85	\$20,239	20.54
Step 86	\$20,239	20.54
Step 87	\$20,239	20.54
Step 88	\$20,239	20.54
Step 89	\$20,239	20.54
Step 90	\$20,239	20.54
Step 91	\$20,239	20.54
Step 92	\$20,239	20.54
Step 93	\$20,239	20.54
Step 94	\$20,239	20.54
Step 95	\$20,239	20.54
Step 96	\$20,239	20.54
Step 97	\$20,239	20.54
Step 98	\$20,239	20.54
Step 99	\$20,239	20.54
Step 100	\$20,239	20.54