

## **ADDENDUM TO COLLECTIVE NEGOTIATIONS AGREEMENT**

**BETWEEN THE**

**Borough of Avalon**

**And**

**Emergency Medical Technicians of the  
Avalon Rescue Squad Association**

WHEREAS, the Borough of Avalon and the Emergency Medical Technicians of the Avalon Rescue Squad Association are parties to a collective bargaining agreement covering the period January 1, 2019 through December 31, 2022; and

WHEREAS, in or around March, 2020, the COVID-19 Pandemic began and, as of the date of this Addendum, continues on; and

WHEREAS, the COVID-19 Pandemic has placed an unexpected and unprecedented strain on Emergency Medical Services and their personnel; and

WHEREAS, this strain has caused many local Emergency Medical Services to increase financial incentives in order to attract and retain personnel to work in this field; and

WHEREAS, in order to remain competitive in the current market and maintain staffing levels, the Avalon Rescue Squad Association has recommended to Borough Administration an adjustment to the salaries offered to full time and part time personnel employed as Emergency Medical Technicians; and

WHEREAS, in an effort to address this issue, representatives of the Borough and the EMTs of the Avalon Rescue Squad have discussed and agreed to an amendment to the current collective bargaining agreement; and

WHEREAS, the parties desire to memorialize their agreement in writing and intend that this shall, in effect, amend the current collective bargaining agreement.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Effective October 15, 2021, all employees employed by the Borough as of that date shall receive a one-time adjustment as follows:
  - a) Employees making a base EMT rate (excluding paramedic pay or length of service pay) of \$17.00/hr. or more, shall receive a \$3.00/hr. increase.
  - b) Employees making a base EMT rate (excluding paramedic pay or length of service pay) of less than \$17.00/hr. shall have their rate adjusted to \$20.00/hr.



2. Effective January 1, 2022, full time employees only shall receive a 2% increase as is provided for under the current collective negotiations agreement.
3. Effective October 15, 2021, any employee hired in either a full time or part time capacity shall be compensated on an hourly basis between the minimum rate of \$20/hr. and a maximum rate of \$26.00/hr.
4. Any employee, hired or entering the bargaining unit on or after execution of this Addendum shall be assigned a salary within the minimum and maximum salary as set forth above. The assignment of salary for those employees shall be determined by the Chief of Police/Department Head or his/her designee after consultation with the Business Administrator. In placing those employees, the employee's education, training, certifications, prior experience and any other relevant factors shall be considered. The Borough's determination shall be final and shall not be subject to review.
5. All other terms and conditions of the current collective negotiations agreement shall remain in full force and effect.
6. The parties shall present this Addendum to their respective bodies and recommend ratification of same.

FOR THE BOROUGH:

  
By: \_\_\_\_\_

Date: 10/20/21

Witness: C. Danielle Adelt

FOR THE EMTs:

  
By: \_\_\_\_\_

9/30/21

Witness: \_\_\_\_\_



**AGREEMENT**

**Between**

**Borough of Avalon**

**CAPE MAY COUNTY, NEW JERSEY**

**And**

**Emergency Medical Technicians**

**of the**

**Avalon Rescue Squad Association**

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## **PREAMBLE**

This AGREEMENT entered into this \_\_\_\_\_, day of \_\_\_\_\_, 2019, by and between the BOROUGH OF AVALON, in the County of Cape May, New Jersey, a municipal corporation of the State of New Jersey, hereinafter called the "BOROUGH" and the "EMERGENCY MEDICAL TECHNICIANS OF THE AVALON RESCUE SQUAD ASSOCIATION" (the "Association") represents the complete and final understanding on all the bargainable issues between the Borough and the Emergency Medical Technicians of the Borough of Avalon.

## **ARTICLE I**

### **RECOGNITION**

The Borough hereby recognizes the Emergency Medical Technicians of the Avalon Rescue Squad Association as the exclusive and sole representative of all full-time Emergency Medical Technicians employed by the BOROUGH, but excluding the EMS Coordinator, managerial executives, professional and craft employees, police officers, firefighters, and all other Borough employees. This Association has been recognized by the Borough through a voluntary recognition process under the rules of the Public Employment Relations Commission, found at N.J.P.C.19:11-3.

Except as required by law, temporary (part-time) and seasonal employees and permanent part-time employees and employees designated as Relief Emergency Medical Technicians (EMT) may be hired by the Borough and assigned as the needs of the Borough dictate and they shall have no vested rights and are not covered by this Agreement.

## ARTICLE II

### MANAGEMENT RIGHTS

1. The Borough hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights:

- 1.1. To the executive management and administrative control of the Borough Government and its properties, facilities and the activities of its employees.
- 1.2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and promote and transfer employees.
- 1.3. To suspend, demote, discharge or other disciplinary action for good and just cause according to law.
- 1.4. To establish a code of rules and regulations for the operation of the Borough.
- 1.5. To determine the standards of performance of the employees.
- 1.6. To change, modify or promulgate policies, rules and regulations.
- 1.7. To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations.
- 1.8. To relieve employees from duty because of lack of work, lack of funding, or legal cause, as permitted by law.
- 1.9. To determine the amount of overtime to be worked.
- 1.10. To determine the methods, means and personnel by which its operations are to be conducted.

1.11. To determine the content of work assignments.

1.12. To exercise complete control and discretion over the organization and the technology of performing its work.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express term hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

3. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

4. Any act taken by the Borough not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered as if fully set forth herein.

### **ARTICLE III**

#### **GRIEVANCE PROCEDURE**

##### **1. Purpose:**

1.1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

1.2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of

the department supervisory staff and having the grievance adjusted without the intervention of the Borough.

## **2. Definitions:**

**2.1.** The term "Grievance" as used herein means any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions which affect the terms and conditions of employment of an employee.

**2.2.** The term "work days" as used herein means calendar days, exclusive of weekends and holidays.

## **3. Procedure:**

**3.1.** The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

### **3.1.1. Step One:**

**3.1.1.1.** An employee shall institute action under the provisions hereof by submitting his/her grievance in writing within three (3) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate supervisor for the purpose of resolving the matter informally. For Emergency Medical Technicians the term immediate supervisor shall be defined as the Chief of Police/Department Head or his/her designee. Failure to file a grievance in writing within said three (3) working days shall be deemed to constitute an abandonment of the grievance.

### **3.1.2. Step Two:**

**3.1.2.1.** In the event the grievance has not been resolved at Step One, then within five (5) working days the matter may be submitted in writing to the Business Administrator or his designee. Failure to submit the grievance in writing to the Business Administrator or his designee within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

**3.1.2.2.** The Business Administrator or his designee shall review the matter and issue a written decision within ten (10) working days from the receipt of the complaint.

### **3.1.3. Step Three:**

**3.1.3.1.** In the event that the grievance has not been resolved at Step Two, an employee may within five (5) working days following receipt by him of the determination of the Business Administrator or his designee submit the matter to the Public Employment Relations Commission for non-binding arbitration. In the event that the employee shall elect to submit the grievance for non-binding arbitration, the following provisions shall apply:

**3.1.3.1.1.** An arbitrator shall be selected pursuant to the rules of a Public Employment Relations Commission.

**3.1.3.1.2.** The arbitrator shall be bound by the parameters of the grievance definition stated above in this Paragraph 2.1 of this Article.

**3.1.3.1.3.** The decision of the arbitrator shall be a recommendation submitted to the parties.

**3.1.3.1.4.** The cost of the services of the arbitrator shall be borne equally by the Borough and the Association.

**3.1.3.1.5.** The arbitrator shall set forth the findings of fact and reasons for making the recommendation within thirty (30) days after the conclusion of the arbitration hearing, unless otherwise agreed to by the parties.

**3.1.3.1.6.** The grievance procedure shall be deemed to require binding arbitration as the terminal step with respect to disputes concerning the imposition of discipline.

4. Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, the grievance procedure herein established by this Agreement by the Employer shall be utilized for any dispute covered by the term of this Agreement or affecting the employees covered hereunder.

5. At any meeting between a representative of the Borough and any employee in which discipline (including warnings which are to be included in the personnel file, suspension, demotion, discharge or withholding of wages because of tardiness or unauthorized absence) is to be announced, and a representative may be present if the employee so requests at his/her choosing.

## **ARTICLE IV**

### **LEGAL REFERENCE**

1. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local laws, except that any necessary amendments to existing ordinances to effect any changes agreed to in this Agreement shall be duly enacted by the Borough Council of the Borough of Avalon.

## **ARTICLE V**

### **SENIORITY**

1. Seniority standing shall be granted to all full-time employees in the agreement. This standing is to be determined on the basis of actual length of continuous service from the latest date of permanent full-time employment as an Emergency Medical Technician with the Borough. Permanent full-time employees upon successfully completing the probationary period as set forth in Article XXI of this agreement and thereafter their names shall be placed on the seniority list of their occupational classification.

2. The Borough shall utilize experience, ability, aptitude, qualifications, attendance, and physical condition as the criteria for promotion of employees to job classification having a higher rate of pay. When all of the aforementioned factors combined are substantially equal in the judgment of management, seniority shall be a deciding factor. The selection by the Borough shall be conclusive and shall not be subject to review.

3. In case of a layoff, the Borough agrees to give the Association ten (10) days' notice of a pending layoff. The layoff and recall of employees shall be in order of departmental seniority provided that the employees retained or recalled are qualified to do the work available. Employee shall enjoy twelve (12) months recall rights before losing his/her

seniority rights, and must be called back to his/her position before new hires are accepted within the twelve (12) month period. Notification of recall shall be made by the Borough sending a certified letter to the employee's last known address as set forth in the Borough's records. An employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of recall or within ten (10) days of the date of mailing or shall have abandoned his recall rights.

4. The Borough shall mail or hand deliver copies of any documents pertaining to promotions or demotions of employees or creation or abolition of job titles. The Borough shall also post notification of all openings in job classifications covered by the within Agreement on the Avalon EMS Bulletin Board at least ten (10) days prior to the filing of same.

## **ARTICLE VI**

### **EMERGENCY MEDICAL TECHNICIANS OF THE BOROUGH OF AVALON**

#### **REPRESENTATIVES FOR GRIEVANCE PURPOSE**

1. Accredited Representatives of the Emergency Medical Technicians of the Borough of Avalon may enter the Borough facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the Representatives decide to enter the Borough Hall facilities or premises, it shall request permission from the Business Administrator or his designee and when entering the Police Building it shall request permission from the Chief of Police stating the reasons and such permission will not be unreasonably withheld, provided there will be no interference with the normal operations of the business of the Borough Government or the normal duties of employees.

2. Two (2) representatives from the Emergency Medical Technicians of the Borough of Avalon may be appointed by the body to represent the Avalon EMS in grievances with the Borough. Whenever changes are made to the representatives names of the newly representatives shall be submitted, in writing, to the EMS Coordinator or his designee, the Chief of Police/Department Head or his/her designee, and the Business Administrator or his designee.

3. During negotiations, authorized representatives, not to exceed two (2), may be excused from their normal work duties to participate in collective negotiations sessions that are mutually scheduled to take place during their regularly scheduled work time and shall suffer no loss of regular pay thereby.

## **ARTICLE VII**

### **LEAVE OF ABSENCE**

1. A leave of absence without pay may be granted for good cause to any employee for a period of up to six (6) months under the conditions set forth below. The leave may be extended for an additional period of time, not to exceed an additional six (6) months.

2. The request for an unpaid leave in accordance with this Article shall be submitted in writing at least thirty (30) days prior to the date upon which leave is requested to commence; however, in an emergency, the Business Administrator or his designee may waive the advance notice clause. Such request shall be directed to the Business Administrator or his designee and shall state the reasons for the leave. A request for leave to take another position shall not be granted.

3. An unpaid leave of absence for maternity may be granted for a period of up to six (6) weeks to any pregnant member of the Emergency Medical Technician of the Borough of

Avalon Disability payments shall be in accordance with the Borough's applicable insurance policy.

4. Family/Medical Leaves of Absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" (hereinafter, FMLA) and the "New Jersey Family Leave Act" (hereinafter, NJFLA) and the regulations promulgated pursuant to those statutes; as well as the Family Leave Policy adopted by the Borough of Avalon. Under the provisions of these statutes, certain employees are entitled to twelve (12) weeks of leave during a twelve (12) month period. The circumstances under which leave may be taken vary depending on the type of leave requested and the Borough will grant leave in accordance with the provisions of each statute, the lawful regulations issued under each statute. Employees taking FMLA Leaves and/or NJFLA Leaves will be required to use accrued sick leave, vacation and administrative leave concurrent with the approved leave. Employees will also be required to take FMLA Leaves and NJFLA Leaves concurrently when possible under the statutes. The Borough retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

## **ARTICLE VIII**

### **HOLIDAYS/PERSONAL LEAVE**

1. Holiday pay for full-time employees has been eliminated through negotiations and full-time EMTs who work a holiday will, therefore, be compensated as their regular rate of pay, unless overtime is required pursuant to Article X.

Employees, other than full-time employees, who actually work on a designated holiday will be paid as follows:

| Holiday                               | Shift Schedule                                        | Rate of Pay                    |
|---------------------------------------|-------------------------------------------------------|--------------------------------|
| Christmas Eve (December 24)           | 6 PM to 6 AM on December 25                           | Double the regular hourly rate |
| Christmas Day (December 25)           | 6 AM to 6 PM on December 25                           | Double the regular hourly rate |
| Christmas Day (December 25)           | 6 PM to 6 AM on December 26                           | Double the regular hourly rate |
| Thanksgiving Day                      | 6 AM to 6 PM                                          | Double the regular hourly rate |
| Thanksgiving Day                      | 6 PM to 6 AM                                          | Double the regular hourly rate |
| All other designated Borough Holidays | 12 Am on the holiday until 12 AM<br>the following day | Regular hourly rate X 1.5      |

2. Full-time employees shall be granted twenty-four (24) hours of personal leave time. Personal Leave Time shall be taken at the discretion of the employee provided they do not interfere with the work schedule and meet with approval of the Chief of Police/Department Head or his/her designee. Personal Leave Time is earned on a pro-rated basis. New employees shall only receive eight (8) hours Personal Leave Time for each four (4) full months of employment during their initial year of employment. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with twenty-four (24) hours of Personal Leave Time. An employee who leaves Borough service before the end of a calendar year shall have his or her Personal Leave Time pro-rated, based upon time earned. In the event that an employee of the Borough terminates employment for any reason, any unused Personal Leave Time will be paid to the employee on a pro-rated basis. An employee shall reimburse the Borough for paid Personal Leave Time used in excess of his or her pro-rated entitlement.

## ARTICLE IX

### VACATION

1. Full-time EMTs will have vacations as follows:

#### Length of Service

#### Vacation Leave

|                     |                                                                                                                                                              |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0 to 12 months      | EMTs shall receive 8 hours vacation for each month of service during their first year and through December 31 <sup>st</sup> following their anniversary date |
| Years 2 through 10  | 96 hours annually (8 days)                                                                                                                                   |
| Years 11 through 20 | 120 hours annually (10 days)                                                                                                                                 |
| Years 21 and over   | 160 hours annually (13.3 days)                                                                                                                               |

The foregoing vacation leave schedule is based on a regular shift of 12 hours. In the event a different shift schedule is implemented, the parties will revisit and adjust these hours accordingly.

Employees working less than a full time schedule shall accrue one hour of vacation leave for every 30 hours worked in a year, up to a maximum of 40 hours per year. Unused, accrued vacation leave shall be available for use in the next succeeding year only.

2. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Chief of Police/Department Head or his/her designee unless the Chief of Police/Department Head or his/her designee determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

3. Annual Vacation Leave with pay is earned on a pro-rated basis based upon an employee's service with the Borough. Initial year of hire vacation hours must be earned before they can be used. Each year thereafter, each employee shall become entitled to his or her vacation leave as specified in Paragraph 1 above on January 1 of said year. An employee who leaves Borough service before end of calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the Borough for paid vacation leave hours used in excess of his or her pro-rated entitlement. An employee who leaves Borough service shall only be paid for unused earned vacation leave. An employee who exhausts all paid vacation leave in any one (1) year shall not be credited with additional paid vacation leave until the beginning of the next calendar year. Vacation leave is not earned during the period of time while employee is on suspension or on leave of absence without pay.

4. If an employee becomes sick or hospitalized while on scheduled vacation leave, the employee shall have the option of having his/her time changed to their accumulated sick leave instead of vacation leave. In all instances, the employee must submit a medical certificate acceptable to the Borough in order to have the change made. This certificate must be submitted prior to the end of the pay period during which the employee returned to work.

5. EMTs will submit vacation requests to the Division Head. The Division Head shall review said request and respond within ten (10) calendar days. When submitted at least ninety (90) days in advance of the scheduled vacation and approved by the Division Head, such EMT shall be entitled to take the vacation as scheduled and shall not be obligated to fill any shift. In addition, any vacation submitted and approved at least ninety (90) calendar

days shall not be revoked except in the case of a state of emergency. Vacation requests shall not be unreasonably denied.

## **ARTICLE X**

### **HOURS AND OVER TIME**

1. The normal schedule for full-time EMTs shall consist of twelve (12) hour shifts which will rotate every other week and will result in an employee being scheduled for four (4) shifts totaling 48 hours in one work week and three (3) shifts totaling 36 hours in the next. This will result in a full-time employee being scheduled to work, on average, 2,184 hours per year.
2. The Borough reserves the right to change the normal work hours and days per week and to establish new work hours and work days per week up to the maximum hours permitted under the Fair Labor Standards Act (FLSA). The Borough will schedule the work hours so that FLSA overtime is not part of an employee's work schedule. Employees shall be given as much advance notice as possible of permanent or temporary shift changes, which affect them.
3. Overtime shall be paid based upon time worked in accordance with the provisions of the Fair Labor Standards Act. This means that all hours worked up to and including forty (40) hours in a work week shall be compensated at employee's regular rate of pay. All hours worked in excess of forty (40) hours in a work week shall be compensated at one and one half times the employee's regular rate of pay. For the purposes of calculating "hours worked", sick time and compensatory time shall not count as hours worked, but other paid leave time shall count as hours worked.

Nevertheless, an employee on an approved FMLA or NJ FLA leave of absence, who is using accrued leave of any kind during that leave, shall be compensated in a manner as if the employee were working their normal schedule.

4. In lieu of overtime, and at the Borough's discretion, full-time employees may receive compensatory time at a rate of one and one half hours for each hour of overtime worked. Except that, for overtime hours that are part of the employee's normal work schedule (i.e., the 48 hour week), the employee shall not receive compensatory time and cash shall be paid for those hours. Employees shall be permitted to accumulate up to a maximum of 240 hours of compensatory time. Thereafter, all overtime shall be paid as cash until the employee's compensatory time bank is below the maximum. Compensatory time may be taken with approval of the Division Head or his designee.

5. Employees called to work on their days off or called back to work for an "all-Call" after they have left the Borough premises on a regularly scheduled workday shall receive a minimum of two (2) hours pay at the premium rate of time and one-half. The employer shall have the right to retain the employee on duty for the minimum time period.

6. This article is subject to the provision of the Fair Labor Standards Act.

## **ARTICLE XI**

### **SICK LEAVE**

#### **1. Service Credit for Sick Leave:**

1.1. All permanent full time employees shall be entitled to sick leave with pay specified hereunder.

1.2. Sick time may be used by an EMT for personal illness or for time needed to aid or care for a family member, as that term is defined by N.J.S.A. 34:11D-1, during diagnosis, care or treatment of, or recovery from the family member's mental or physical illness, injury or other adverse health condition, or during preventative medical care for the family member pursuant to N.J.S.A. 34:11D-2.

## **2. Amount of Sick Leave:**

2.1. During the first year of employment, a full-time EMT shall be eligible for sick leave at the rate of seven (7) hours per month for each month employed starting on the first day of the month immediately following employment. Thereafter, each full-time employee shall be entitled to ninety-six (96) hours of sick leave in any one (1) year. The leave shall be credited in advance on each January 1, in anticipation of continued employment for the full year.

Each employee shall be entitled to ninety-six (96) hours of sick leave in any one (1) year. The leave is credited in advance at the beginning of the year in anticipation of continued employment the full year. An employee who leaves employment for any reason during the calendar year shall reimburse the Borough for paid sick days used in excess of his or her pro-rated and accumulated entitlement. Any unused sick leave shall be paid to those employees who retire on a non-deferred basis after twenty-five (25) years of service with the Borough of Avalon, from the P.E.R.S., pursuant to the ordinary retirement provisions. Such unused sick leave shall be paid at the rate of fifty (50%) percent of their current rate of pay, to a maximum of six- thousand five hundred (\$6,500.00) dollars total.

Sick leave for employees working less than full time will be provided at a rate of one hour for each 30 hours worked, up to a maximum of forty (40) hours per year.

## **2.2. Reporting of Absence on Sick Leave.**

Absence without notice for three (3) consecutive days shall constitute a resignation not in good standing.

## **3. Verification of Sick Leave:**

3.1. An employee who shall be absent on sick leave for three (3) scheduled and sequential workdays may be required to submit a physician's certificate to the Chief of Police/Department Head or his/her designee providing acceptable medical evidence to substantiate the illness.

3.2. The Borough may require proof of illness in the form of a physician's certificate for illness of less than three (3) days whenever such requirement appears reasonable.

3.3. Employees shall provide notice of sick leave usage as soon as possible after the onset of the illness but not less than three (3) hours prior to the employee's scheduled starting time.

## **4. Unused Sick Time**

Unused sick time may be accumulated in accordance with Borough Policies as outlined in the Borough's Policy Manual which the EMTs acknowledge may be subject to change from time to time.

## **ARTICLE XII**

### **FUNERAL LEAVE**

1. Leave with pay not to exceed thirty-six (36) hours shall be granted to a full-time employee in the event of death of his/her immediate family. Funeral leave is to begin upon notice of death of employee's immediate family and to terminate not later than one day after interment. Other employees who work less than full time, may be excused, without pay, for a scheduled shift in the event of death of an employee's immediate family. The term "immediate family" for the purpose of this Article shall include:

1.1. The employee's spouse, child, child's spouse, parent, parent-in-law, brother or sister.

1.2. The child, parent, grandparent, grandchild, or great-grandchild, brother or sister of his/her spouse.

1.3. A relative living under the same roof.

1.4. Grandmother, Grandfather, Grandchild or Great Grandchildren.

2. In the event of the death of a stepmother, stepfather, sister-in-law, brother-in-law, aunt, uncle, great grandmother, great grandfather or great grandchildren, niece or nephew, or death of an aunt, uncle, niece or nephew of the employee's spouse, said employee will be permitted to attend the funeral upon request to the employee's appropriate supervisor. The time off granted shall be without pay unless the employee chooses to have the time charged to other accrued leave time.

3. In the event of a Baptism, First Communion, Confirmation, Graduation or Marriage which requires the attendance of the employee during work time for a child or member of the immediate family, the employee shall be permitted twelve (12) hours

leave. Any such leave time shall be charged against the employee's accrued leave time except sick time.

## **ARTICLE XIII**

### **HOSPITALIZATION AND INSURANCE**

1. The Borough shall continue to provide each active employee, his spouse and eligible dependents with a health benefit program which includes the following:

**A. Hospitalization and Medical Care Plan**

The Borough agrees to provide hospitalization insurance through the New Jersey State Health Benefits Plan, as it exists or as modified by the New Jersey State Health Benefits Plan (or any other on balance comparable health benefit plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Benefits Plan, for all employees and eligible dependents covered by this Agreement.

**B. Prescription Plan**

The Borough shall also provide a Co-Pay Prescription Plan for employees and dependents through the New Jersey State Health Benefits Plan. The co-payments shall be determined by the New Jersey State Health Benefits Plan and may be subject to future changes to reflect the then applicable NJSHBP Plan prescription co-pays. All benefits under the Prescription Plan are subject to the rules and provisions of the NJSHBP.

In the event the Borough changes the provider of its Prescription Plan to a carrier other than the New Jersey State Health Benefits Plan, then in such event the Prescription Co-Pays shall become the following:

Co-Payments for Prescription Drugs (including Specialty Pharmaceuticals) other than Prescription Drugs dispensed by a Mail-Order Pharmacy:

- a. A \$10.00 co-payment is required for Generic Prescription Drugs.
- b. A \$25.00 co-payment is required for Brand Name Prescription Drugs.

In any alternate Plan other than NJSHBP Plan, the Borough will also provide employees with a ninety (90) day mail-in plan for maintenance drugs subject to the same deductible set forth above, per order.

Further, when available, a Generic Drug is to be ordered to fill a prescription either at Retail Pharmacy or Mail Ordered. If an employee orders a Brand Name Drug in instances when a Generic Drug is available, the employee shall be required to pay the difference between the Brand Name Drug and the Generic Drug unless the employee presents proof to the Borough of medical necessity as required by his/her treating physician.

C. **Dental Care Plan.**

The Borough shall provide a Dental Care Plan comparable to the present plan as more particularly set out on Exhibit "A" of this Agreement.

D. **Vision Care Plan**

The Borough shall provide a Vision Care Plan comparable to the plan set out on Exhibit "B" of this Agreement.

E. **Life Insurance**

The Borough shall provide term life insurance to each active employee and retired employee in an amount of not less than \$10,000.00.

F. **Change in Plans and Providers**

The Borough may, at its option, change any of the existing insurance plans or carriers providing the benefits under Sections A, B, C and D above, so long as on balance comparable benefits are provided to the employees and their eligible dependents. The Borough further reserves the right, at its option, to self-insure any of the plans or coverages so long as on balance comparable benefits are provided to the employees and their eligible dependents. Prior notice must be made to the Association of any change.

G. **Cost Contribution**

All employees shall pay a cost contribution for Health Insurance Plan coverages according to the provisions of P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June 2011. Payment shall be made by the way of withholdings from employee's payroll checks. The Borough shall establish and adopt a Section 125 Plan so that said contributions would be "pre-tax".

H. **Opt-Out Payments**

The New Jersey State Health Benefits Program (SHBP) provides that a municipality may allow an employee who is eligible for other health care coverage to waive coverage under the SHBP to which the employee is entitled by virtue of employment with the Borough of Avalon. Therefore, an employee is not "eligible for other health care coverage" if the "other health care coverage" is provided by the SHBP. An employee who is eligible for "other health care coverage" under the SHBP shall be permitted to waive coverage, but shall not receive the opt-out payment.

Consistent with the provisions of the applicable law, the Borough adopts an Opt-Out Payment Plan as follows:

Employees enrolled in the health insurance coverage plan provided in Article 16 Section 1.A. may elect to waive all coverage, provided proof of coverage through another source can be demonstrated. Employees who waive all coverage shall receive an end-of-year payment in the amount of twenty-five (25%) percent of the applicable premium for the insurance plan or \$5,000, whichever is less, in lieu of the insurance, based on the number of months that the insurance was waived during the year. Checks for opting out will be issued on or about December 1<sup>st</sup> of each year. The decision of a municipality to allow its employee to waive coverage and the amount of consideration to be paid are not subject to collective bargaining.

An employee who waives coverage shall be permitted to resume coverage by making an application for coverage during an open enrollment period in accordance with the provisions of the State Health Benefits Program.

Further, an employee who waives coverage shall be permitted to immediately resume coverage if the employee ceases to be eligible for other health care coverage for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received from the employer which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall notify the employer in writing and file a declaration with the SHBP in such form as the director of the SHBP shall prescribe, that the waiver is revoked.

I. **Retiree Benefits**

The Borough shall provide employee, his/her spouse and eligible dependents with hospitalization and major medical insurance after retirement until age sixty-five or until such time as the retiree is eligible for Medicare. The Borough will continue such coverage after age sixty-five for retiree only, with retiree paying 50% of the premium and the Borough paying 50% of the premium. A retired employee may elect to have his/her spouse covered, in which event the retiree shall pay the full cost of coverage for said spouse. This section shall apply to all employees who have at least fifteen (15) years of service before retirement and have qualified for those benefits before retirement and were employed by the Borough prior to January 1, 2004.

J. **Work Related Injury**

1. Health Insurance benefits will be provided in the event of a work related injury.

2. The Borough shall provide liability insurance coverage for employees acting in the course of their employment, including the operation of their private vehicles in the course of such employment.

3. The Borough shall supply all employees' necessary legal advice and counsel in defense of charges filed against them in performance of their duties, in accordance with applicable New Jersey Statutes.

The above does not apply for the defense of an employee in a disciplinary proceeding instituted against him by the Borough or in criminal proceeding instituted as a result of a complaint on behalf of the Borough.

## **ARTICLE XIV**

### **OPTION TO RETURN TIME FOR SALARY**

1. An employee shall have the option upon proper notice to the Business Administrator or his designee prior to October first of receiving salary in lieu of vacation time. This shall apply for a maximum of forty (40) working hours. Payment is to be made in either the last pay in November or the first pay in December of the current year.

## **ARTICLE XV**

### **SALARIES AND COMPENSATION**

A. No salary guides shall be in effect for the employees covered by this Agreement and the Borough shall set a minimum and maximum salary for the term of this Agreement.

B. For the term of this Agreement, the minimum salary for a full-time employee shall be \$15.39/hr. and the maximum salary shall be \$23.50/hr.

C. Any employee hired or entering the bargaining unit on or after execution of this Agreement shall be assigned a salary within the minimum and maximum salary as set forth above. The assignment of salary for those employees shall be determined by the Chief of Police/Department Head or his/her designee after consultation with the Business Administrator. In placing those employees, the employee's education, training, certifications, prior experience and any other relevant factors shall be considered. The Borough's determination shall be final and shall not be subject to review.

D. Individuals currently employed by the Borough at the time of execution of this Agreement shall be compensated as follows:

Effective January 1, 2019, full time employees shall be compensated on an hourly basis as follows:

|                  | Regular Rate | Overtime Rate |
|------------------|--------------|---------------|
| Jim Bailey       | \$19.67/hr.  | \$29.51/hr.   |
| Rickey Dean      | \$21.42/hr.  | \$32.13/hr.   |
| Michelle Auxer   | \$17.92/hr.  | \$26.88/hr.   |
| Travis Cooper    | \$17.92/hr.  | \$26.88/hr.   |
| John Schlechtweg | \$17.48/hr.  | \$26.22/hr.   |
| Robin Camp       | \$18.32/hr.  | \$27.48/hr.   |

At the time of execution of this Agreement, the parties acknowledge that Mr. Bailey and Mr. Camp are no longer employed in a full-time capacity and receive the part-time rate. Nevertheless, for any hours worked in 2019 while the employee was a full-time employee, the rates above shall be provided to those individuals shall be retroactive to January 1, 2019.

Effective January 1, 2019, employees working less than full time shall be compensated on an hourly basis as follows:

Min. \$15.00/hr.                      Max. \$22.50/hr.

These employees who are also paramedics shall receive an additional \$2.50/hr.

After 10 years of service with the Borough, these employees shall receive an additional \$2.50/hr.

After 20 years of service with the Borough, these employees shall receive an additional \$2.50/hr.

E. Effective January 1, 2020 full-time employees shall receive a wage increase of 2.0%.

Effective January 1, 2021 full-time employees shall receive a wage increase of 2.0%

Effective January 1, 2022 full-time employees shall receive a wage increase of 2.0%.

## **ARTICLE XVI**

### **SEPARABILITY AND SAVINGS**

1. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE XVII**

### **BULLETIN BOARD**

1. One bulletin board shall be made available by the Borough. This bulletin board may be utilized by the members for the purpose of posting official announcements and other information related to the official business of the Avalon EMS of a non-controversial nature. The Chief of Police/Department Head or his/her designee may have removed from the bulletin board any material which does not conform to the intent and provisions of this Article.

## **ARTICLE XVIII**

### **NON-DISCRIMINATION**

1. There shall be no discrimination by the Borough against an employee on account of race, age, color, creed, sex, national origin, political affiliation, and all other classes of individuals specifically protected by law.
2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
3. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

## **ARTICLE XIX**

### **UNIFORMS**

1. The Borough shall furnish uniforms to Emergency Medical Technicians. The approved uniforms for EMS employees shall be determined and chosen by the Chief of Police/Department Head or his/her designee.

All supplied uniform items shall be worn while on duty by each employee. Failure to wear the designated uniform while on duty shall be cause for disciplinary action. The

initial supply and replacement components shall be made, and thereafter determined "on an as needed basis" by the Chief of Police/Department Head or his/her designee.

Employees shall maintain their uniforms in good and clean condition and failure to maintain uniforms in good and clean condition shall be cause for disciplinary action.

2. Required personal (protective) equipment damaged or destroyed in the line of duty shall be replaced by the Borough at the standard plan costs, i.e. "usual and customary" amounts. The essential personal protective equipment shall be limited to prescription eyewear, hearing aides, or the like; but shall not include sunglasses, watches, rings, or related items. Notice of loss, with the damaged or destroyed item(s) shall be presented to the Chief of Police/Department Head or his/her designee on the date of loss. Reimbursement shall only be made upon verification of the loss/damage by the Chief of Police/Department or his/her designee on the date of the incident that said loss/damage occurred in the line of duty.

## **ARTICLE XX**

### **MILITARY LEAVE**

1. Any employee called into the armed forces of the United States during national emergency or drafted shall be given all the protection of applicable laws and leave of absence shall be granted in accordance with the provisions of the Borough of Avalon Personnel Policy Manual.

## **ARTICLE XXI**

### **TESTING, TRAINING AND PROBATIONARY PERIOD**

1. Employment by the Borough is contingent upon a background investigation that reveals nothing that might constitute an impediment to an applicant's employment as a Emergency Medical Technician and is further conditioned upon a psychological evaluation and physical examination conducted by an evaluator designated by the Chief of Police/Department Head or his/her designee which results in a recommendation of employment for the examined applicant.
2. Every person hired or appointed may be deemed to be a temporary employee and on probation in the position to which he/she is hired or appointed for a period of twelve (12) months after training. Said employee will be assigned to a Field Training Officer (FTO) for the length of required training prior to his/her completion of the probationary period. Each newly appointed employee shall be required to satisfactorily complete the Field Training Officer Program prior to their permanent appointment as an Avalon Emergency Medical Technician. The Field Training Officer Program shall be determined by the Chief of Police/Department Head or his/her designee. The Chief of Police/Department Head or his/her designee shall determine whether the newly hired employee will be granted permanent status or dismissed, or whether the probationary period should be extended. It is specifically understood that during the probationary period the employee will waive any rights to file a grievance or any other administrative action regarding such employee's discharge.

## ARTICLE XXII

### **NO STRIKE PLEDGE**

1. The Association covenants and agrees that during the term of this Agreement and during negotiations of a Successor Agreement, that neither the Association or any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, work stoppage, slowdown, walk-out or other job action against the Borough or any of its employees. The Association agrees that such action would constitute a material breach of this Agreement.
2. The Association agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned, including within twenty-four (24) hours of the actions publicly disavowing the action, and advising the Borough, in writing, that they did not call for or sanction the action. The Association shall also notify the employees of its disapproval of the action and advise them, in writing, to immediately cease and return to work immediately.
3. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both, in the event of such breach by the Association or any of its members.

## **ARTICLE XXIII**

### **DRUG AND ALCOHOL FREE WORK PLACE**

1. A drug and alcohol free workplace, free from use of non-medically prescribed controlled substances and alcohol is vital to the Borough, to the safety of our work place, to the productivity of our employees, and to the interests of the general public. For these reasons, the Borough has implemented a drug and alcohol policy and practices oriented toward maintaining a drug and alcohol free work environment.

2. The use, possession, sale or distribution of non-medically prescribed controlled substances or alcohol on Borough premises (including parking lots and recreation areas or in any Borough work environment) is prohibited. "Work environment" includes situations where an employee is representing the Borough whether on a citizen related call or participation in business meeting off premises. A violation of this provision of the Borough's drug and alcohol policy is not considered a medical issue and normally results in dismissal from the Borough. The Borough's drug and alcohol policy also prohibits employees affected by any medically prescribed controlled substances or alcohol from entering or being present at Borough premises or other work environments. Consideration is given to the safety of any employee asked to leave our premises due to an impairment (e.g. ability to drive, etc.)

3. The Borough reviews employees off-the-job drug or alcohol related incidents such as arrests for use, possession, sale or distribution of drugs to make a determination if the incident could result in an adverse or potentially adverse impact to the Borough ad/or to our employees. The results of its review will determine the appropriate course of action for the Borough to take including dismissal, rehabilitation or other actions.

4. In appropriate circumstances, the Borough may require employees suspected of being under the influence of drugs or alcohol to submit to drug testing or Breathalyzer testing. Drug testing will only be required and administered in accordance with the provisions of Federal and State law. The Borough Administrator will consult with the Chief of Police/Department Head or his/her designee prior to the Borough requiring an employee to submit to drug testing unless emergency circumstances exist which do not permit adequate time for such consultation. Further, the Borough may require all employees to be subject to random testing as required for employees with Commercial Driver's License (CDL).

## **ARTICLE XXIV**

### **JURY DUTY**

1. A permanent employee who loses time from his/her job because of Jury Duty, as certified by the Clerk of the Court, shall be paid by the Borough the difference between his/her hourly rate of pay for eight (8) hours and the daily jury fee, subject to the following conditions:

1.1. The employee shall provide the Borough a copy of all Jury Duty notices immediately.

1.2. When jury service is cancelled, postponed or completed on any day prior to 1:00 p.m., the employee is required to telephone the Borough and report to work if requested. In the event that reporting to jury duty is by a call-in system, an employee notified that he or she is not required for jury duty must report to work.

- 1.3. Time absent from work for the Borough because of jury service will not be considered time worked for purposes of computing overtime.
- 1.4. The employee must notify the Chief of Police/Department Head or his/her designee immediately upon receipt of any communication regarding jury service.
- 1.5. Reimbursement of wages for Jury Service will be at the straight time rate.
- 1.6. On request by the Borough, adequate proof must be presented of time served on a jury and the amount received for such services.
- 1.7. An employee who volunteers for jury duty in any manner whatsoever shall not be eligible for compensation from the Borough.

## **ARTICLE XXV**

### **JOB POSTING**

1. Any vacancies or newly created positions within Avalon EMS will be posted prominently for seven (7) calendar days and may be appropriately advertised on the Borough's website and in newspapers or other general media. The posting shall include the classification, the salary range, a description of the job, any required qualifications and the procedure to be followed by employees interested in applying.

The Borough shall select the employee based upon the applicant's education, training, certification, prior experience and any other relevant factors deemed important by the Borough. The Borough's determination shall be final and not subject to review.

## **ARTICLE XXVI**

### **ASSIGNED DUTIES**

1. As determined by the Chief of Police/Department Head or his/her designee, the administrative duties of Avalon EMS shall be assigned among all the fulltime employee's.
2. A Field Training Officer (FTO) may be designated and assigned by the Chief of Police/Department Head or his/her designee and may or may not be a member of this bargaining unit. From time to time the Chief of Police/Department Head or his/her designee may assign a bargaining unit employee who holds the certification of Certified Field Training Officer to act as the Field Training Officer (FTO) for a newly hired employee during his/her probationary period. The period of assignment shall be for the time period of the Field Training Officer Program. The assigned Field Training Officer (FTO) shall receive an assignment stipend of Seven Hundred Fifty (\$750.00) Dollars for services provided during the period of the Field Officer Training Program.

Nothing in this Agreement is intended to make the assignment to the Field Training Officer (FTO) position a bargaining unit position nor shall it be deemed a promotion.

## **ARTICLE XXVII**

### **DISCIPLINARY ACTION**

1. Discipline of an employee shall be imposed for good and just cause according to law.

2. The name of any employee who is notified of suspension or dismissal shall be transmitted to the Borough immediately, but not later than forty-eight (48) hours after such notice.

3. It is the intention of the Chief of Police/Department Head or his/her designee to implement Discipline in a progressive manner. Discipline shall normally be imposed in the following manner:

3.1. Oral Warning - issued by the immediate supervisor of the employee.

3.2. Written Warning - issued by the immediate supervisor to an employee.

3.3. Written Reprimand - issued to an employee, the written reprimand shall be inserted in the employee's personnel folder.

3.4. Minor Disciplinary Action - consists of a fine or suspension up to five (5) days.

3.5. Major Suspension - consists of a suspension without pay over five (5) days after determination of Departmental Hearing before the Business Administrator or his designee.

3.6. Termination - after determination of Departmental Hearing before the Business Administrator or his designee.

4. It is recognized that any of the steps listed above could be bypassed depending on the severity of the infraction.

## **ARTICLE XXVIII**

### **EVALUATION**

1. Employees shall be evaluated in accordance with the procedures set forth in the Standard Operating Procedure of the Avalon Rescue Squad entitled "Evaluation of

Personnel Avalon Rescue Squad” as promulgated by the Chief of Police/Department Head or his/her designee and as amended by him from time to time.

2. An employee shall have the right to review the contents of his/her personnel file.

3. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has received a copy of it, which shall be indicated by the employee's signature on the document in the file folder of the employee. In the event an employee refuses to affix his/her signature to the document, the EMS Coordinator or the Chief of Police/Department Head or his/her designee shall have the right to note such refusal and place the document in the file.

4. An employee may have an Association representative present in any meeting where the matter could adversely affect continued employment, withholding of increment, or disciplinary action.

## **ARTICLE XXIX**

### **TRAINING**

1. The Borough shall pay for the cost of additional training required by the Chief of Police/Department Head or his/her designee after permanent employee status is attained.

2. Employees with receipts for meals eaten while attending required EMT training will be reimbursed by the Borough in accordance with the Borough reimbursement policy.

## ARTICLE XXX

### TERM AND RENEWAL

1. This Agreement is the collective bargaining agreement between the Borough and the Association. Therefore, this Agreement shall be in full force and effect as of January 1, 2019 through December 31, 2022. This Agreement shall continue in full force and effect from year-to-year thereafter, unless one party or the other gives notice, in writing, at least one hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals at Avalon, New Jersey, on \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**EMERGENCY MEDICAL  
TECHNICIANS OF THE  
AVALON RESCUE SQUAD ASSOCIATION**

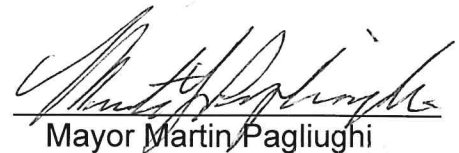
By: \_\_\_\_\_

  
John Schlechtweg

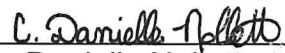
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**BOROUGH OF AVALON**

By: \_\_\_\_\_

  
Mayor Martin Pagliughi

Attest: \_\_\_\_\_

  
Danielle Nollett  
Borough Clerk

