

CITY OF ELIZABETH

CITY CLERK'S OFFICE

50 WINFIELD SCOTT PLAZA
ELIZABETH, N.J. 07201

October 3, 2022

Email: opra+request-35739-aeec6874@requests.opramachine.com
IAFF

4434 Wildwood Crest Rescue

RE: EMS AGREEMENT
OPRA # 1228

Dear Whom It May Concern,

Pursuant to your OPRA request dated October 3, 2022, regarding the Collective Bargaining Agreement for the EMS. Please be advised that the City does not have a current executed Collective Bargaining Agreement for the Emergency Medical Services.

However, please see the Resolution and Memorandum of Agreement for the Emergency Medical Benevolent Association, International Association of EMT's & Paramedics Local 87.

Should you have any questions with regards to this matter, please feel free to contact me at (908) 820-4130.

Very truly yours,

Grace Sequeira

Grace Sequeira
City Clerk's Office

OPRA request - agreement of contract between city and EMS

iaff 4434 wildwood crest rescue <opra+request-35739-aaaa6874@requests.opramachine.com>
Fri 9/30/2022 12:44 PM

To: Yolanda M. Roberts <yroberts@elizabethnj.org>

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Dear Elizabeth City,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested: Good morning. we are requesting a copy of the new contract between City and EMS.

Yours faithfully,

iaff 4434 wildwood crest rescue

OCT 3 2022

CITY CLERK'S OFFICE

Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-35739-aaaa6874@requests.opramachine.com

Is yroberts@elizabethnj.org the wrong address for OPRA requests to Elizabeth City? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=elizabeth_city

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/agreement_of_contract_between_ci_3

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

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BY CITY COUNCIL AS A WHOLE:

WHEREAS, the Business Administrator has advised that an agreement has been reached with representatives of the Emergency Medical Benevolent Association, International Association of EMT's & Paramedics Local 87; and

WHEREAS, this agreement is for a four-year contract term from July 1, 2021 through June 30, 2025. In addition, employees covered under this agreement shall receive a two percent (2%) increase in their respective salary ranges for July 1, 2021, two and one quarter percent (2.25%) for July 1, 2022, two and one quarter percent (2.25%) for July 1, 2023, and two and one quarter percent (2.25%) for July 1, 2024; now, therefore, be it

RESOLVED, that the City Council of the City of Elizabeth hereby authorizes the Mayor and City Clerk to execute a contract with the Emergency Medical Benevolent Association, International Association of EMT's & Paramedics Local 87. This agreement is for a four-year contract from July 1, 2021 through June 30, 2025; and be it

FURTHER RESOLVED, that employees covered under this agreement shall receive a two percent (2%) increase in their respective salary ranges for July 1, 2021, two and one quarter percent (2.25%) for July 1, 2022, two and one quarter percent (2.25%) for July 1, 2023, and two and one quarter percent (2.25%) for July 1, 2024.

ADOPTED BY CITY COUNCIL
ELIZABETH NJ AT MEETING

JUL 27 2024

YOLANDA M. ROBERTS
CITY CLERK

☒ Mayor	☒ Police Dir.	☒ International	☒ Ed. Assoc.
☒ Police Assoc.	☒ Pub. Works Dir.	☒ Judge	☒ Plan. Bd.
☒ City Atty.	☒ Recreation Dir.	☒ Assessor	☒ Chief Fin. Off.
☒ Int'l. Asso. Dir.	☒ Treasurer	☒ Engineer	☒ Policy & Plan.
☒ Fire Dir.	☒ Auditor	☒ Ed. Educ.	☒ High-Serv. C.
☒ H-1111 Dir.	☒ Purchasing		

4/23/21

MEMORANDUM OF AGREEMENT

The City of Elizabeth ("City") and Emergency Medical Benevolent Association, International Associations of EMT's and Paramedics Local 87 (EMBA-IAEP Local 87) having engaged in good faith collective negotiations for a successor collective negotiations agreement, hereby agree to modify their current collective negotiations agreement which expired on June 30, 2021, as follows

1. Four-year term July 1, 2021 to June 30, 2025
2. Wages – All regular, full time employees covered by the Agreement shall receive an across-the-board increase in their respective ranges as follows:
 - 2% effective July 1, 2021;
 - 2.25% effective July 1, 2022;
 - 2.25% effective July 1, 2023;
 - 2.25% effective July 1, 2024.
3. Amend "Sick Leave" Article to provide for an attendance incentive. Any EMBA-IAEP Local 87 member who does not use a sick day for an entire calendar year will be given one-time payment of six-hundred and twenty-five (\$625) dollars by March of the following calendar year.
4. Amend Article II EMBA-IAEP Security (Maintenance of Membership)/Shop Bill section C to state that Union Dues shall be remitted to the controller of IAEP/NAGE at least once per month with a list of specific members who agreed to join IAEP. Remove items 2d, 2e, 2f, 3a, and 3b
5. Amend Article XIX Seniority Section 3 to include in the last sentence "In the event of a vacancy preference in house assignments shall be by seniority".
6. Amend Article XXV Overtime and Compensatory Time Section 1 to include, Bargaining unit members shall be offered overtime and compensatory time details before supervisors. Section 9B & 9C to change a member cannot be bumped after 4 hours to 12 hours before the shift.
7. Amend Article XXIII Personal Day Section 3 to read that members shall be able to use personal time in four (4) hour increments at the beginning and end of their shift. Add Section 4 to read Personal days/time cannot be utilized on recognized Holidays in this Agreement and cannot be utilized consecutively unless they are pre-scheduled as defined in the Time-Off Article.
8. Amend Article XXI Acting EMS Supervisor to increase the Acting EMS Supervisor (AS) from Eight (\$8) Dollars to Twelve (\$12) Dollars.

9. Amend Article XXII Holiday Time to include Juneteenth. The City of Elizabeth will recognize the Federal Holiday of Juneteenth as an addition to the Holiday Calendar. The actual day will be determined by the Federal Government Guidance.

10. Amend Article XXXI Injured on Duty Leave (Occupational Injury) to include language that a) "Any bargaining unit member who has been diagnosed with an illness which medically precludes their regular performance of duties may be assigned to light duty detail with the approval of the employee's treating physician." b) Bargaining unit members with non-duty related injuries may be placed on light duty with approval of the director and the employee's treating physician. C) Bargaining unit members injured in the line of duty may be ordered to report for light duty assignment if approved by the treating physician.

11. The City of Elizabeth will freeze the health care contribution rate at the EMBA-IAEP Local 87 member's current rate. This contribution will change if the member's status changes.

12. Amend Article XXVI Education to include language to 1a Bargaining unit member obtaining degrees who received reimbursement for those degrees will be required to commit to three (3) years of employment with the city after receiving the degree. Repayment of tuition reimbursement will be required if a bargaining unit member was to resign. Less than one year – 30%, One year but less than two – 20%, Two years but less than three – 10%. In the event of a termination, Lay off or disability repayment will not apply if the three (3) year commitment has not been met.

13. The City of Elizabeth will increase the maximum Sick Leave payout from \$12,000 to \$15,000 for a EMBA-IAEP Local 87 member. The member is entitled to cash out half of the accumulated amount up to the maximum amount.

14. Amend Article XXXVI Uniform and Clothing Maintenance Allowance to be increased to eleven hundred (\$1100) dollars.

15. Amend Article XXXIX Miscellaneous to amend Item 7 increase the night differential to one thousand (\$1000) dollars annually for a EMBA-IAEP Local 87 member with more than seven (7) years of experience with the Elizabeth Fire Department EMS Division as of January 1, 2017.

16. This Memorandum of Agreement is subject to the ratification of the bargaining unit members of EMBA-IAEP Local 87, and by the City, respectively, in accordance with their respective rules and procedures related thereto and in accordance with any relevant laws. This Memorandum of Agreement shall not be legally effective absent said ratification.



17. The undersigned parties agree to recommend the terms and conditions contained in this Memorandum of Agreement to their respective constituencies for approval and ratification.

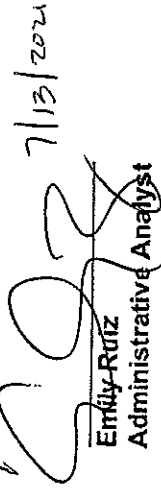
18. The City shall be responsible for preparing the successor collective bargaining agreement containing the modifications and amendments contained herein, subject to the review and approval of the parties' respective legal counsel or representatives.

19. The undersigned represent that they are authorized to enter into this Memorandum of Agreement on behalf of their respective constituencies subject to the terms and conditions herein.

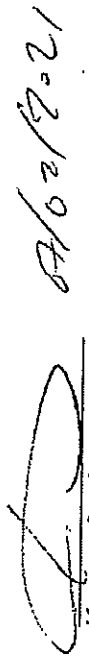
20. The undersigned parties agree that neither shall disclose to the media the terms and conditions contained in this Memorandum of Agreement and shall only disclose the fact that a tentative agreement has been reached between the parties, prior to their respective ratification of same.

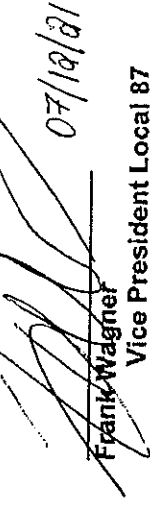
For The City Date 7/13/21


Bridget Anderson
Business Administrator


Emily Ruiz
Administrative Analyst

For EMBA-JAEP Local 87 Date


Kenroy Sealey
President Local 87


Frank Wagner
Vice President Local 87

