

AGREEMENT
Between
Borough of Avalon
CAPE MAY COUNTY, NEW JERSEY
And
Emergency Medical Technicians
of the
Avalon Rescue Squad Association

March 11, 2024
Execution Draft

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PREAMBLE

This AGREEMENT entered into this _____, day of _____, 2024, 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.

PURPOSE

It is the intent and purpose of the parties hereto, by this Agreement, to promote and improve industrial and economic relations between the Borough and its employees and to set forth herein their basic agreement covering rates of pay, hours of work, and other conditions of employment and represents the complete and final understanding of all bargainable issues between the Borough and the Union. Notwithstanding, any grievance arbitration decisions, settlements or memoranda of agreements acknowledged or executed by the parties are specifically included as terms under this Agreement.

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.

The title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males, females and nonbinary.

ARTICLE II

MANAGEMENT RIGHTS

1. It is recognized that the management of the Borough, the control of its properties, and the maintenance of order and efficiency, is a right and responsibility of the Borough. Accordingly, the Borough hereby retains and reserves unto itself, or through and by the

Department Heads or designees, 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. Determining job classifications and assigning work consistent with said classification.
- 1.4. To suspend, demote, discharge or other disciplinary action for good and just cause according to law.
- 1.5. To establish a code of rules and regulations for the operation of the Borough.
- 1.6. To determine the standards of performance of the employees.
- 1.7. To change, modify or promulgate policies, rules and regulations.
- 1.8. To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations, as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service.
- 1.9. To relieve employees from duty because of lack of work, lack of funding, or legal cause, as permitted by law.
- 1.10. To determine the amount of overtime to be worked.

1.11. To determine the methods, means and personnel by which its operations are to be conducted.

1.12. To determine the content of work assignments and determination of staffing patterns and areas worked, hours of operation, the control and regulation of the use of facilities, supplies, equipment, materials, social and electronic media and other property of the Borough.

1.13. 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. The act of the Borough at any time in refraining to enforce said rights shall not be construed as having created a custom or practice contrary or as having waived or modified said rule, regulations, policies, or other statements of procedures.

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

5. 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 the Department Head or Human Resource Director.

2. Definitions:

2.1. A "Grievance" is any formal complaint by an employee or a majority representative concerning the interpretation, application or alleged violation/enforcement of any established personnel policy, procedure, or administrative decision of the Borough affecting the terms and conditions of employment.

2.2. Grievances shall not include:

- a. Disciplinary matters, except if specifically established herein.
- b. Performance evaluations
- c. Other non-grievable matters include but are not limited to:
 - 1. Advice and/or counseling;

2. Applicable Policies and/or Procedures established by the State of New Jersey;
3. Matters governed by law, regulations, and/or executive order are outside the Borough's control.

3. Procedure:

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

3.1.1. Step One:

All employees must prepare and present their grievances in writing to the EMS Chief and Chief of Police, or Human Resource Director, if the grievance implicates the EMS Chief or Chief of Police.

- a. The employee shall state, in full, the grounds of their grievance and reference the applicable contractual articles and/or Borough policies and procedures that are the subject of the grievance.
- b. The aggrieved employee shall, within ten (10) working days after the event giving rise to the grievance has occurred or knowledge thereof, provide the EMS Chief and the Chief of Police the written grievance.
- c. The EMS Chief shall consult with the Chief of Police and shall, within two (2) working days, provide the Human Resource Director a copy of the grievance. The EMS Chief and Chief of Police shall, as

reasonable and appropriate, discuss the facts of the grievance and possible resolution, if practical.

- d. The EMS Chief/Chief of Police or Human Resource Director shall respond to the employee within ten (10) working days of the filed grievance, except if;
 - 1. Mutually agreed upon by the parties to extend the time by written consent, or
 - 2. The EMS Chief/Chief of Police or Human Resource Director shall have sole authority to determine that a meeting with Administration would be appropriate to discuss the grievance. In which case, the time limits will be frozen until such time that the parties decide that a mutual resolution cannot be reached. If no resolution is reached, the Employer will provide a timely response.

3.1.2. Step Two:

If the parties cannot reach a resolution or the employee finds the response unfavorable under Step One, the employee may present the grievance in writing within five (5) working days thereafter to the Borough Administrator. The Borough Administrator shall respond, in writing, to the grievance within ten (10) working days of the Step Two submission. The same provisions set forth under Paragraph C(1)(d) shall be applicable to freeze the time requirements.

3.1.3 Step Three:

If the parties cannot reach a resolution or the employee finds the response unfavorable under Step Two, the employee may appeal the Borough's decision to the Public Employment Relations Commission within thirty (30) working days of the Borough's response. An arbitrator shall be selected under the rules of the Public Employment Relations Commission.

- a. The arbitrator shall be bound and governed by the provisions of the parties' contract or the Borough's Employee Manual, whichever is controlling.
- b. The parties' contract shall take precedence over the Borough's Employee Manual if the applicable language is conflicting.
- c. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
- d. The costs for the arbitrator's services shall be borne equally by the Borough and the employee. Any additional costs shall be paid by the party incurring the same.
- e. The decision of the Arbitrator shall be final and binding on the parties.

3.1.4 Exceptions:

- a. The time limitations do not apply to any employee complaint alleging a violation of the Borough's Harassment Policy, Sexual Harassment Policy, or the Whistle Blower Policy.
- b. If the Borough advises the employee that an investigation is required, the grievance process will be suspended immediately until the investigation is completed, but the grievance process cannot be delayed for more than forty-five (45) work days.
- c. Grievances from employees covered by a union agreement will be handled according to the applicable collective negotiations agreement terms.

3.1.5 Grievance Forfeiture

- a. Failure to report a grievance within such time shall be deemed a waiver and abandonment of the grievance.
- b. The time limits expressed herein shall be adhered to strictly unless relaxed as established above.
- c. No grievance may proceed beyond Step One unless it constitutes a controversy established under Paragraph B(1) above.

3.1.6 Annotations

- a. The failure of Borough, at any Step, to respond within the time set forth herein shall constitute a denial of the grievance at that Step. The employee is permitted to move to the next step within the established time parameters.
- b. If a settlement or ruling results in a determination of monetary liability, such liability shall not exceed more than thirty (30) calendar days after the final determination.
- c. Information concerning an employee grievance shall be maintained in strict confidence. Any discussion will be limited to those individuals involved in processing the grievance, including witnesses.
- d. Employees must use the grievance procedure in good faith for legitimate and justified complaints and must not, under such circumstances, be penalized for doing so.
- e. During normal working hours, aggrieved employees may be afforded time to engage in grievance discussions with management.
- f. Should two or more employees raise a common or similar complaint, the Borough may select one or more to represent the group. However, the final decision will be binding on all members of the group.

- g. Unless otherwise instructed, during the pendency of any grievance, an employee shall continue to follow all directions and orders of their Department Head/supervisor.

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 Chief or his designee, the Chief of Police or his/her designee, and the Business Administrator or his designee.

The Borough acknowledges and will abide by the provisions of the Workplace Democracy Enhancement Act. In the event the Workplace Democracy Enhancement Act, in whole or in part, is amended, altered, abolished, the Borough will comply with the requirements of the law only.

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. Family/Medical Leaves of Absence, including maternity leave, 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

under the FMLA or twenty-four (24) month period under NJ FLA. 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, except as noted below, unless overtime is required pursuant to Article X.

Full-time employees, who actually work on the following designated holidays 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 PM 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
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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 PM 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 the following day	Regular hourly rate X 1.5**

.**Except that the 1.5x rate of pay will be paid on Easter Sunday but NOT Good Friday.

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 EMS 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.

3. Personal leave days cannot be used in conjunction with any other leave time, unless needed for an emergency reason, which is subject to verification. If verification is not provided, employee will be subject to major discipline.

Sick leave used in conjunction with personal leave time, even if only one day, shall be subject to verification. If verification is not provided, employee will be subject to major discipline.

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 st 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.

2. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Chief of EMS or his/her designee unless the Chief of EMS 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). 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. For the purposes of this paragraph "other paid leave" shall mean vacation leave, personal leave and workers' compensation leave.

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. This means the employee will receive their normal compensation, even if that includes scheduled overtime, which is part of the employee's regular work schedule based upon the 12 hour shifts.

4. In the event an employee is required and approved to work overtime, the employee shall receive either overtime pay at the rate of time and one half ($1 \frac{1}{2}$) of straight time rate for all time actually worked, which shall be rounded up to the next ~~each~~ quarter-hour for all time actually worked over forty (40) hours worked in the workweek or compensatory time at the rate of time and one-half ($1 \frac{1}{2}$) for all time actually worked, which shall be rounded up to the next quarter-hour for all time actually worked over forty (40) hours worked in the workweek. The Employee may, at the Employee's option, elect to be paid for the above overtime or earn compensatory time off. The employee shall select either overtime payment or compensatory time immediately after the work is performed. If the employee is already at the compensatory time maximum, overtime payment must be selected. Overtime shall be defined as time actually worked in excess of forty hours in a workweek.

For the purposes of calculating overtime, sick time and compensatory time shall not count as hours worked, but other paid leave time shall count as hours worked.

5. Compensatory time is subject to the following additional conditions:

- a) The Borough and the employee agree to the compensatory time arrangement before the extra work begins (not after the fact.).
- b) Employees may earn compensatory time throughout any calendar year, but at no point shall an employee be able to accumulate more than one-hundred sixty eight (168) hours.
- c) Employees are encouraged to use compensatory time during the calendar year in which the compensatory time is earned, except from May 15 through September 15 in which case the EMS Chief, at his/her sole discretion, can deny the use of compensatory for the efficiency and operation of the Department.
- d) Should an employee, for any reason, not be able to use their earned compensatory time by the end of the calendar year, they shall be able to carry forward a maximum of eighty four (84) hours into the next calendar year. In the event, the employee has more than eighty four (84) hours of earned compensatory time by the end of the calendar year, the Borough shall pay the employee for said compensatory time.
- e) Should an employee carry their earned compensatory time into the following year, this time shall be applicable to the one hundred sixty eight (168) hour compensatory time capitation.

- f) The employee shall, at their sole discretion, be permitted to be paid for all unused compensatory time earned during the calendar year.
- g) Should an employee exercise their option to submit all earned compensatory time for payment, employees must notice the Borough by December 1st.
- h) Employees shall be able to redeem their compensatory time at one hundred percent (100%) of current value at the time of separation, retirement, or termination.
- i) The Borough shall not unduly deny employees' use of compensatory time consistent with other leave policies.
- j) Employees entitled to take compensatory time off must do so in minimum increments of one hour each.
- k) Any employee with more than 168 hours of compensatory time accumulated as of the ratification of this Agreement by both parties shall be able to retain and use that time, however, the Borough reserves the right to buy that time down to the one-hundred sixty eight (168) hour compensatory time capitation at any time.

6. 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.

7. 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 Leave May Be Used Under The Following Circumstances

1. The Borough of Avalon permits all employees, whether or not they are subject to the Act [N.J.S.A. §34:11D-3(a)], to use the earned sick leave accrued for any of the following instances:

- a. Time needed for diagnosis, care, or treatment of, or recovery from, the employee's own mental or physical illness, injury, or other adverse health condition, or for preventive medical care for the employee;
- b. To aid or care for a family member 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 preventive medical care for the family member;
- c. If an employee or a family member are a victim of domestic or sexual violence, and are obtaining services from a designated domestic violence agency or other victim services organization, medical attention, legal services, counseling, or are relocating due to the domestic or sexual violence;

d. Closure of an employee's workplace, or of the school or place of care of an employee's child, due to an epidemic or public health emergency, or because of the issuance by a public health authority of a determination that the presence of the employee or their family member in the community would jeopardize the health of others; or

e. If an employee needs to attend a school-related conference, meeting, function, or other event requested or required by an administrator, teacher, or other professional school staff member responsible for the education of the employee's child, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

2. The purpose of sick leave is to provide an employee with paid leave to address any of the circumstances set forth in paragraph (1) (a through e) above. In providing said leave, the Borough expects that use of the leave shall be consistent with those permitted circumstances. In the event the employee is out due to his or her own personal injury or illness, whether physical or mental, the employee shall remain at his or her residence, during the employee's regularly scheduled work day, except to seek treatment for said illness, or in the event of a verifiable emergency. The Borough reserves the right to require sick leave verification at any time the Borough has a reasonable belief that sick leave is not being used for the permitted circumstances set forth above. Any employee utilizing leave time for a reason inconsistent with the proscribed circumstances that permit an employee to utilize paid sick leave shall be subject to major discipline.

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.

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.

Sick leave credits shall not accrue after an employee has resigned or retired although their name is being retained on the payroll until exhaustion of vacation or compensatory leave. Paid sick days shall not accrue during a leave of absence without pay.

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 or an aggregate of twelve (12) scheduled work days in a calendar year may be required to submit a physician's certificate to the Chief of EMS 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. In order to be entitled to sick leave, an employee must provide notice of sick leave usage at least three (3) hours prior to the employee's scheduled starting time to the employee's supervisor by calling the office and leaving a message. Failure to so notify may be cause for disciplinary action. Sick leave for a prearranged medical or dental examination should be applied for as soon as possible after making the appointment.
- 3.4. Physician Notes:
 - A. The Borough may prohibit employees from using foreseeable earned sick leave on certain dates, and require reasonable documentation if sick leave that is not foreseeable is used during those dates.
 - B. In the case of sick leave due to a death in the employee's immediate family, or use of sick leave to care for a member of the employee's immediate family, reasonable proof may be required.

C. Anytime the Employer reasonably believes the employee is abusing sick leave or shows a pattern of use detrimental to the Borough, reasonable proof of sick leave use may be required.

D. If required, a physician's certificate shall be secured at the employee's expense and shall be signed by a health care professional who is treating the employee or the family member of the employee. The physician's note shall:

- a. Indicate the need for the leave and, if possible, the number of days needed for the leave;
- b. Stipulate any period of incapacity or job-related restrictions
- c. The Borough shall NOT seek a diagnosis/medical condition

3.5 Discipline. An employee may be subject to discipline if they,

1. Abuse of sick leave shall be cause for reimbursement, denial of future leave, and disciplinary action up to and including termination.
2. Abuse of sick leave shall include a violation of any paragraph enumerated in this Article.
3. The Borough reserves the right to make a case-by-case determination based on the facts of an individual employee's abuse of sick leave as the situation may warrant including but not limited, patterns of abuse, use of sick leave adjacent to other leave, etc.

3.6 Recording and Tracking. The Borough is required to track time taken by employees for earned sick leave, such as all sick leave requests, must be provided to the Business Administrator/Human Resource Officer or designee. The Borough is required to maintain these records for 5 years.

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 funeral service. 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 pay the full cost of the NJSHBP Direct 15 Plan for employees and their eligible dependents. An employee may select coverage of another Plan offered by the NJSHBP and in the event the selected plan cost more than the Direct 15 Plan then the employee shall be responsible for paying the costs of the increased premium for the selected coverage. Payment shall be made by equal payroll deductions. Health insurance benefits shall be provided by the Borough in the event of a job injury.

The Borough may, at its option, satisfy its agreement to provide coverage under the NJSHBP Direct 15 Plan (or any other on balance comparable health benefit plan) by providing coverage under the New Jersey Direct Access 2035 Plan together with a Health

Reimbursement Account Card which provides for payments of Co-Pays, Coinsurance and Deductibles required in network under the NJDA 2035 Plan. An employee may select coverage of another Plan offered by the NJSHBP and in the event the selected plan costs more than the NJDA 2035 Plan then the Employee shall be responsible for the paying of costs of the increased premium for the selected coverage. Payment shall be made by equal payroll deductions. The Borough also reserves the right to discontinue providing coverage under the NJDA 2035 Plan, including the provision of the Health Reimbursement Account Card, in which event the Borough will provide coverage under the NJSHBP Direct 15 Plan, or a substantially similar plan.

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 1st 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.

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 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 \$21.00/hr. and the maximum salary shall be \$30.00/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 EMS 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. Effective January 1, 2023, full time employees shall receive an adjustment of \$1.00 per hour and then a 2.0% increase, except that, Travis Cooper shall receive an equity adjustment so that his hourly rate, effective January 1, 2023 is \$24.39.
- E. Effective January 1, 2024, full time employees shall receive an increase of 2.50%.
- F. Effective January 1, 2025, full time employees shall receive an increase of 2.75%.
- G. Effective January 1, 2026, full time employees shall receive an increase of 3.00%.
- H. Full time employees shall receive \$1.50/hr. additional upon completion of ten (10) years of full time service with the Borough and an additional \$1.50/hr. additional upon

completion of twenty (20) years of full time service with the Borough. The adjustment shall take place on the anniversary date of the employee completing 10 years (start of 11th year) or 20 years (start of 21st year). Part time employment with the Borough does not count toward this benefit when calculating years of service.

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

J. A list of the hourly rates for full time employees is as below:

Member	FINAL 2023	FINAL 2024	FINAL 2025	FINAL 2026
Dean, Richard E. Jr.	\$ 28.84	\$ 29.52	\$ 30.29	\$ 31.15
Cooper, Travis	\$ 24.39	\$ 26.50	\$ 27.19	\$ 27.96
Schlechtweg, John	\$ 23.06	\$ 23.64	\$ 24.29	\$ 25.02
Berglund, Dan	\$ 25.80	\$ 26.44	\$ 27.17	\$ 27.98
Guischard, Ed	\$ 22.19	\$ 22.74	\$ 23.36	\$ 24.07
Romantino, Nick	\$ 21.42	\$ 21.96	\$ 22.56	\$ 23.24

K. Effective January 1, 2023, and for the duration of the contract, employees working less than full time shall be compensated at a base rate of \$21.50 per hour.

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.

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 EMS 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 EMS 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 EMS 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 EMS or his/her designee on the date of loss. Reimbursement shall only be made upon verification of the loss/damage by the Chief of EMS 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 EMS 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 EMS or his/her designee. The Chief of EMS 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

This policy is required by law and the JIF and is set forth in the Borough's Employee Handbook and Personnel Policies and Procedures Manual. This policy may change annually subject to changes in the law or the Joint Insurance Fund. Employees shall be subject to the policy manual which they acknowledge may, from time to time change, consistent with the recommendations of the JIF.

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 their regular rate of pay, 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 EMS 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 EMS 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 EMS or his/her designee and may or may not be a member of this bargaining unit. From time to time the Chief of EMS 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

CONDUCT/ DISCIPLINARY ACTION/ APPEALS

A. Code Of Ethics

All employees need to be aware of the importance of conducting themselves in an ethical manner. As such, employees shall not take part in or attempt to influence in any way any activity in which their own best interests may conflict with the best interest of the Borough of Avalon. (See, N.J.S.A. 40A9-22.5). While most Borough business is open to the public and, by law, open for public disclosure, some of the business conducted by the Borough of Avalon is confidential in nature, such as contracts, acceptance of bids, personnel issues, etc. Therefore, confidential issues shall not be improperly discussed outside of your department, and violations may be subject to disciplinary action.

B Employee Discipline

1. Policy

a. This policy applies to any, and all employee conduct that the Borough, in its sole discretion, determines must be addressed by discipline. While no discipline policy can be expected to address each and every situation requiring corrective action that may arise in the workplace, the Borough will take a fair and comprehensive approach regarding discipline,

attempting to consider all relevant facts and factors before making decisions regarding discipline.

b. The Borough endorses the theory of progressive discipline when employee conduct warrants discipline resulting from unacceptable behavior, poor performance, or violation of the Borough's policies, practices, or procedures. While the Borough supports progressive discipline, the Borough is not strictly bound to this process if, in the sole discretion of the Borough, the employee's violative action or conduct is deemed to warrant a more severe penalty.

c. Progressive discipline may not be applicable when employees violate certain Borough policies that are so egregious as to threaten or endanger other employees, residents, visitors; the integrity of the employee's position; or the operations and efficiency of the Borough. While some unacceptable employee conduct is addressed under specific policies, the following non-inclusive list provides some examples of inappropriate behavior and conduct that is not conducive to the efficient operation of the Borough and would be subject to disciplinary action.

d. In New Jersey, part-time and seasonal employees have the same disciplinary rights as full-time employees. However, any disciplinary procedure/action will not extend an established work period for any seasonal or part-time employee.

2. **General Behavior**

- a. Failure to treat all residents, visitors, and fellow employees in a courteous manner;
- b. Conviction of a criminal offense, a misdemeanor, or commission of a non-criminal act of such nature that the individual's credibility and/or moral character would render them unfit, undesirable, or unacceptable as a Borough employee.
- c. Illegal Gambling;

3. **Workplace Behavior**

- a. Audio or Video recording any conversations of Borough employees/supervisors without their knowledge or permission;
- b. Conducting private or personal business which interferes with the efficient performance of duties and/or represents a conflict of interest during the employee's work hours;
- c. Deliberate destruction or damage to Borough property or property of suppliers or others;
- d. Disregarding any establish, know, or reasonable safety or security regulations;
- e. Engaging in any form of fighting, horseplay, use of obscene, abusive, or threatening language or gestures, offensive conduct, harassment, or discrimination (see, Policy);
- f. Engaging in off-duty work activities without written notice to and

approval from the Department Head/supervisor. Off-duty work will not be denied unless it is a conflict of interest or if the employment causes mental/physical fatigue to the extent that efficiency and work production are considerably reduced. If off-duty work is denied, the employee will be provided with an opportunity to meet and discuss the issue with the Department Head.

- g. Excessive use of telephones, cellphones, and emails under the jurisdiction of the Borough for personal use;
- h. Failure to maintain the confidentiality of Borough of Avalon information;
- i. Failure to report and/or notify one's Department Head/supervisor when you will be absent or unable to report to work on time or as scheduled;
- j. Failure to report to work for five (5) consecutive workdays, unless otherwise established in a collective negotiations' agreement, without notice or approval and without reasonable and acceptable cause;
- k. Falsifying or altering Borough records or reports, including, but not limited to applications for employment, medical reports, time records, expense reports, absentee reports, or shipping and receiving records;
- l. Failure to report work-related injuries to Department Head/supervisor and/or to promptly complete forms detailing the injury (see, Policy);
- m. Failure to notice, submit or provide the Borough current information such as address changes, contact information, change in family circumstances, inter-personal relationship with a fellow worker, or in contact

with a communicable disease;

n. Gambling, inclusive of fantasy sports, on Borough property or during an employee's work hours;

o. Improper attire or inappropriate personal appearance (see, Policy);

p. Insubordination. or the refusal by an employee to follow management or supervisory instructions concerning job-related matters;

q. Intoxication or drinking/drugs (prescription, medical, or illegal) while on duty;

r. Unless authorized to do as part of the employee's position, possession of weapons or firearms in the workplace. Such possession shall also be in violation of the Workplace Violence Policy;

s. Providing entrance or access to Borough facilities or property to unauthorized persons;

t. Smoking where prohibited areas (see, Policy);

u. Solicitation or acceptance of any gift, gratuity, or other forms of compensation of any value whatsoever by an employee which results from the performance of any duties/responsibilities associated with employment by the Borough (see, Policy);

v. Release of information to unauthorized persons;

w. Unauthorized use, theft, or misuse of Borough property/time/funds or of another employee's property;

x. Unauthorized sleeping on the job;

y. Use of Borough of Avalon supplies or property for personal purposes

(see, Policy);

z. Violation of Borough of Avalon policies on solicitation or distribution;

4. **Social Media Behavior.**

a. Social media can mean many things and includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking, or affinity web site, web bulletin board or chat room, whether or not associated or affiliated with the company, as well as any other form of electronic communication, including but not limited to Facebook, Twitter, Tumblr, Flickr, Instagram, etc.

b. The employee shall be entirely responsible for what they post online.

c. Any conduct or content that adversely affects your job performance, the performance of fellow employees, or otherwise adversely affects the Borough, its residents, visitors, guests, vendors, suppliers, or other Borough employees.

d. Any conduct or content that discredits the Borough or employees of the Borough, or by any manner or means states or infers that your statements or opinions reflect those of the Borough of Avalon.

PROGRESSIVE DISCIPLINE

All employees are expected to meet the Borough's work performance standards. The intent of the Disciplinary Action Procedure is to formally document problems and provide the employee with a reasonable time to improve performance.

The process is intended to encourage development by providing employees with guidance in areas that need improvements, such as poor work performance, attendance problems, personal conduct, general compliance with the Borough's policies and procedures, and other disciplinary problems.

A. Forms of Discipline

DEPENDING ON THE SEVERITY OF ANY VIOLATION OF RULES AND REGULATIONS GOVERNING EMPLOYEE CONDUCT, THE BOROUGH RESERVES THE RIGHT TO IMPOSE ANY LEVEL OF DISCIPLINE SET FORTH BELOW.

There are many different forms of discipline that the Borough may use. They are as follows:

1. Oral Reprimand

An oral reprimand is a verbal warning that a Department Head/supervisor gives to an employee as a means of rectifying some incident of inappropriate conduct or behavior. A Department Head/supervisor may issue an oral reprimand without prior notice to the Human Resource Director and/or Business Administrator's office. The Department Head/supervisor must make a written reference of the reprimand establishing the employee's name, date and time of the oral reprimand, and the general issue giving rise to the reprimand. This written reference must be forwarded to the Human Resource Director and will be included in the employee's personnel file.

Oral reprimands cannot be used to warrant more severe discipline.

2. Written Reprimand

A written reprimand may be served on an employee by a Department Head/supervisor, provided they receive prior verbal approval from either the Human Resource Director and/or Business Administrator that expressly articulated the employee's activity, behavior, or conduct was improper or inappropriate for the work place, that performances standards have not been met, and/or that the continued violation of work place rules, procedures or policies may result in more severe discipline, up to and including discharge.

3. Minor Discipline

Minor discipline is defined as a suspension or fine of five (5) days or less or repetitive "formal written reprimands." The grounds for minor discipline are the same as those for major discipline.

4. Major Discipline

Major discipline is defined as

- a. suspension or fine or more than five (5) days;
- b. demotion;
- c. where an employee receives more than three (3) suspensions or fines of five working days or less in a calendar year.
- d. Any employee facing a major disciplinary action may be suspended with or without pay pending a requested hearing on the merits. An employee may be suspended immediately and prior to a hearing where it is determined that the employee is
 1. unfit for duty, or
 2. is a hazard to any person if permitted to remain on the job, or

3. that an immediate suspension is necessary to maintain safety, health, order, or effective direction of public services, or
 4. is formally charged with a crime of the first, second, or third-degree, or a crime of the fourth degree on the job or directly related to the job
- e. Where suspension is immediate and is without pay, as shown above, the employee must (1) be apprised either orally, or in writing of why an immediate suspension is sought, (2) the charges and general evidence in support of the charges, and (3) provided with sufficient opportunity to review the charges and the evidence in order to respond to the charges before a representative of the Borough. (a.k.a. Loudermill Hearing). The response may be oral or in writing, at the discretion of the Borough.

5. Termination

Termination is the most severe form of major discipline. Termination for cause may occur when in the sole opinion of the Borough, the employee's activity, behavior, or conduct was so egregious that continued employment by the Borough may lead to serious repercussions for the Borough, residents, and other employees, and/or demonstrate an extreme indifference to the purpose, operations, and efficiency of the Borough.

B. Grounds for Disciplinary Action:

Many types of conduct may be grounds for disciplinary action, up to and including termination. They include, but are not limited to, the following:

1. Incompetency, inefficiency, or failure to perform duties;
2. Insubordination or the refusal by an employee to follow management's instructions concerning job-related matters even if delivered by the Supervisor through another employee;
3. Inability to perform duties;
4. Chronic or excessive absenteeism or lateness;
5. Conviction of a crime;
6. Conduct unbecoming a public employee, including disorderly or immoral conduct;
7. Fighting or creating a disturbance among fellow employees
8. Neglect of duty;
9. Misuse of public property, including motor vehicles;
10. Sleeping on duty
11. Conviction of a crime;
12. False statements, misrepresentation, or fraud in application form, interviews, investigations, or any other matter concerning employment
13. Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked; provided that any regular member or officer of the police department who shall be absent from duty without just cause for a period of five days.
14. Repeated violations of Borough policies and procedures or rules and regulations;

15. Falsification, misuse, or misappropriation of public records, including personnel records;
16. Discrimination that affects equal employment opportunity (as defined in N.J.A.C. 4A:7-1.1), including sexual harassment;
17. Violation of State and Municipal regulations concerning drug and alcohol use by all employees and testing of employees who perform functions related to the operation of commercial motor vehicles, and State and local policies issued thereunder; and
18. Other sufficient cause.

C. Disciplinary Procedure

It is the intent of the Borough to bifurcate the disciplinary process. Therefore, the preliminary complaint of any violation/infraction shall be processed through the Human Resource Director, who will, in consultation with the Assistant Business Administrator, will review all facts, documents, and other evidentiary materials and determine whether a request needs to be made of the Borough Administrator to conduct an independent internal investigation.

Upon reaching a conclusion based upon the above, the Human Resource Director, in consultation and coordination with the Assistant Business Administrator, will provide the Business Administrator, the name of the employee, the sustained infractions/violations, and the recommended penalty.

The Business Administrator, as the designee of the Mayor, will only be provided enough factual information as necessary to support the recommendation. The Business Administrator, as the designee of the Mayor, will either approve, deny, or

revise the recommended penalty but will not disturb the underlying charges.

While the Business Administrator may be present at a meeting whereby the employee is presented the notice of disciplinary action, the Business Administrator will only entertain a cursory discussion of the facts in the case. The Business Administrator, as the designee of the Mayor, will consider further recommendations from the Human Resource Director to modify the penalty.

Once the employee is served and has determined to appeal the disciplinary action, the Business Administrator, as the designee of the Mayor, may serve as the trier of fact in such appeal as established below. The Business Administrator, as the designee of the Mayor, maintains the sole discretion to determine whether to engage the services of an independent trier of fact.

D. Disciplinary Appeals

Discipline, whether major or minor, "is governed by principles of notice, due process and fundamental fairness." Thus, before imposing final discipline, the Borough shall provide the employee notice of the charges against them and the opportunity for a hearing on the charges where they can present evidence and testimony and argue that (1) they did not commit the violation/infraction, (2) there are mitigating factors that contributed to the violation and should be considered, and/or (3) the level of discipline is too harsh.

1. Preliminary Charges And Appeal – All Discipline

- a. When an employee is presented with the preliminary notice of charges and specifications, the employee will have the option to accept the charges and penalty or request to be heard on the matter.

[Note: Nothing shall prohibit the employee from attempting to negotiate a reduced penalty]

- b. Should the employee wish to be heard on the matter, they shall provide written notice of their intent to the Business Administrator within five (5) business days of receipt of the final charges and specifications.

2. **Minor Discipline**

- a. If the Business Administrator determines that the minor disciplinary matter will be heard internally, an informal hearing shall be held within thirty (30) days of the request for appeal. Once heard, the Business Administrator will make a final determination within ten (10) days of the hearing.
- b. If the Business Administrator determines the matter will be heard by an independent hearing officer, the date/schedule for a hearing will be at the determination of the Hearing Officer, the parties, and their advocates. Every effort will be made to hold the hearing within sixty (60) days of the notice of appeal.
- c. Once the Business Administrator or Hearing Officer have reached their decision, the employee's appeal process for minor discipline shall be through either;
 - 1. The employee's collective negotiations' agreement, if applicable,
 - or

2. The Superior Court by way of an action in lieu of prerogative writ.

An appeal filed with the Superior Court must be filed within 45 days of receipt of the final notice of disciplinary action.

3. Major Discipline

- a. It shall be the policy of the Borough that the Business Administrator, as a designee of the Mayor, may only hear major disciplinary matters in which the penalty is less than thirty (30) days. In those circumstances, the provisions set forth in Section (B) shall apply.
- b. In major disciplinary matters in which the penalty is thirty (30) days or greater, including demotion or termination, the Business Administrator shall designate an independent hearing officer to hear the matter. The Hearing Officer and the parties will make every effort to hear the matter within ninety (90) days of the notice of appeal.
- c. In these matters, the independent hearing officer shall be in control of the discovery period, mediation sessions, and the date/schedule of the hearing.
- d. Once the Hearing Officer has reached their decision, the employee's appeal process for major discipline shall be through either;
 1. The employee's collective negotiations' agreement, if applicable, or
 2. the Superior Court by way of an action in lieu of prerogative writ. An appeal filed with the Superior Court must be filed within 45 days of receipt of the final notice of disciplinary

action.

e. **Failure to request an Administrative Hearing.**

In the event that an employee does not file a written request for an appeal to the Business Administrator in accordance with the provisions of this Policy, then the employee acknowledges and agrees that they shall have been deemed to have waived their right to appeal the imposed discipline and the charges and specifications.

4. **Other Disciplinary Actions**

a. **Oral and Written Reprimands**

Oral and Written reprimands shall not be the subject of an appeal unless the repetitive nature of the written reprimands would cause the discipline to rise to a higher disciplinary level.

b. **Performance Improvement Plan**

Performance Action Plans (PIP) are intended to help under-performing worker address deficiencies in their job performance. The placement of an employee on a PIP does not constitute discipline and is not subject to appeal.

c. **Last Chance Agreements**

Last Chance Agreements (LCA) are not subject to appeal as they are entered into the agreement voluntarily by the employee. By virtue of the terms of the Last Chance Agreement, the employee cannot appeal the imposition of any penalty outlined in the LCA, except as determined by the applicable laws of the State of New Jersey.

d. **Probationary Employees**

Probationary or temporary employees may be removed from employment at the discretion of the Borough without the right of appeal, except as determined by the applicable laws of the State of New Jersey.

e. **Department Heads**

Disciplinary action against Department Heads and tenured officials shall be without the right of appeal, except as determined by the applicable laws of the State of New Jersey.

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 EMS 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 Chief of EMS 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 EMS 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, 2023 through December 31, 2026. 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 12th day of March, 2024.

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

By: _____

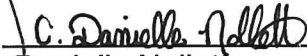


BOROUGH OF AVALON

By: _____

Mayor John McCorriston

Attest: _____


Danielle Nollett,
Borough Clerk

