

COLLECTIVE BARGAINING AGREEMENT
between

City of Sea Isle City and International
Association of EMT's and Paramedics (IAEP)

Dated:

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PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 2018 by and between the City of Sea Isle City in the County of Cape May, a municipal Corporation of the State of New Jersey, hereinafter called the "City" and the International Association of EMT's and Paramedics (IAEP), of the Police Department's Division of Emergency Medical Services, hereinafter called the "Union" Witnesseth:

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the Union and to the end that continuous efficient service will be rendered to and by both parties for the benefit of both:

NOW THEREFORE, IT IS AGREED as follows:

ARTICLE I - UNION RECOGNITION

A. The City hereby recognizes the Union for the purpose of collective negotiations as the exclusive representative of all permanent full-time and permanent part-time employees of the Division of Emergency Medical Services with respect to rates of pay, wages, hours of work and other working conditions.

B. References in this Agreement to "males" shall include "females" as well.

C. Benefits for part-time employees are specified herein , and shall not exceed those provided by any State or Federal law.

D. MANAGEMENT RIGHTS. Management retains all rights set forth in Emergency Medical Services Handbook and Section entitle "Management Rights.

ARTICLE II— MODIFICATION

A. The City agrees that it will not establish new work rules or regulations, or modify or amend existing work rules or regulations governing wages, hours, or working conditions mandated negotiable by law except by an instrument in writing duly executed by both parties, except that the City reserves the right to expound upon and publish existing work rules.

B. This Agreement shall not be modified, altered or changed except by written agreement of the parties.

C. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE III - GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of employment for permanent full time employees, part time employees shall follow step 1 and 2 only.

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

C. The term "grievance" as used herein means any controversy arising over the interpretation, applications or alleged violation of the terms and conditions of this Agreement and decisions affecting terms and conditions of employment and may be raised by an individual or the Union.

D. All actions filed under this procedure shall be brought within ten (10) working days of the happening of the event or the said grievance shall be null and void.

E. Procedure:

Step One.

If no agreement can be reached orally within ten (10) working days of the initial discussion with his supervisor, the employee may present the grievance in writing within ten (10) working days to the Chief of Police or his designated representative. The written grievance at this step shall contain the nature of the grievance and a summary of the preceding oral discussion, the basis of his dissatisfaction with the determination and the remedy requested by the grievance. The Chief or his designated representative will answer the grievance in writing within ten (10) working days of receipt of the written grievance. Failure of the Chief to answer shall institute Step Two. The party filing the grievance shall forthwith transmit a copy of the grievance to the Business Administrator.

Step Two.

If the Union wishes to appeal the decision of the Chief, such appeal shall be presented in writing to the Business Administrator within fifteen (15) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Business Administrator shall respond, in writing, to the grievance within fifteen (15) working days of the submission.

Step Three.

A. If the grievance is not settled through Steps 1 and 2, the Union shall have the right to request the appointment of any arbitrator pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Public Law 1975.

B. Costs for the services of the arbitrator shall be shared equally between the parties for the length of arbitration . Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

C. The arbitrator shall decide those issues involved in the grievance and his recommendations shall be binding as to all parties.

Part Time Employees shall file to the Supervisor and have access to Step 1 and Step 2 only, no further.

ARTICLE IV— REDUCTION IN RANK

- A. Employees shall not be reduced in rank or job classification without just cause.
- B. No permanent employee shall be dismissed and subsequently replaced by any employee subsidized by State or Federal Funding.
- C. Employees shall not be disciplined without just cause.
- D. Seniority shall not be accumulated during the period of lay off. Upon recall, the appointed employee shall have his accumulated seniority to the date of lay off.

ARTICLE V - PROBATIONARY PERIOD

A. Subject to the rules and regulations of the New Jersey Civil Service Commission, new employees shall serve a probationary period of three (3) months. During said probationary period, employees shall be paid as qualified first year employees. For the purpose of seniority and longevity, the original date of hire should be used. During the probationary period the employee shall not be considered a member of the bargaining unit.

ARTICLE VI - EMPLOYEE SAFETY

A. The City agrees to maintain a safe and healthy work environment. The City shall repair or replace any unsafe vehicles according to New Jersey Motor Vehicle Codes. Employees shall not be required to operate any unsafe vehicle, if the same is declared unsafe by a City mechanic, Safety Officer, or otherwise qualified employee.

B. Each vehicle shall be equipped with all items necessary to promote employee safety including first aid kit, fire extinguisher, heaters and road flares. Air conditioning shall be equipped with and maintained for the life of the vehicle.

ARTICLE VII - CLOTHING ALLOWANCE

A. Work uniform shall consist of the uniform specified by the Chief of Police or his designee.

B. Full Time: The City shall provide an annual clothing allowance in the amount of \$300.00 for all members covered under this agreement, for new uniforms, clothing and shoe allowance, replacement and maintenance of such. Such payment shall be paid annually one-half (1/2) after the temporary City budget is passed and the remainder within four weeks after the final City budget is approved.

FT EMPLOYEES INITIAL ISSUE

1. 4 T-SHIRTS (employee option of long or short)
2. 3 TACLITE EMS PANTS
3. 1 JOB SHIRT W EMBROIDERY
4. 2 L/SLEEVE TACLITE SHIRTS W EMBROIDERY*(employee option of long or short)
5. 1 RESPONDER JACKET 3 IN 1 W EMBROIDERY*

C. Part Time: The City Shall use a quartermaster for issuance of uniforms and replacement of worn or damaged uniforms; uniforms are to be returned to the City upon leaving the employment of the City. Any issue involving uniform issuance shall be decided by the Chief of Police or the Chief's designee and shall be final.

Responder jacket shall be issued daily and returned daily.

Rain gear as needed shall be issued daily and returned daily.

PT EMPLOYEES INITIAL ISSUE

1. 2 T-SHIRTS (employee option of long or short)
2. 2 TACLITE EMS PANTS
3. 1 TACLITE SHIRT WITH EMBROIDERY

An Employee Shall not use City issued clothes or equipment other than for official City business.

* To be Purchased after 90 day review period with the City.

ARTICLE VIII - DURATION OF CONTRACT

This contract shall cover the period from January 1, 2019 through December 31, 2021. Until January 1, 2019, employees are entitled to their current wages and rate of pay, and are bound by and required to comply with the conditions established in the original offer letter and the attached policy manual.

ARTICLE IX—HOLIDAYS/PERSONAL DAYS

A. Full time employees shall receive 72 hours of holiday time. During the first year of employment, employees will receive a prorated amount of holiday time based on the hire date for that year. Holiday time must be used in the year earned.

B. Full time employees under this Agreement shall receive 24 hours of personal leave to be used at their discretion with 48 hours prior notice. Leave requests shall be submitted to EMS supervisor, Chief of Police or his/her designee. All decisions shall be final but shall not be unreasonably withheld.

C. Part time employees shall receive paid time off (PTO) in lieu of holiday, personal, vacation, or sick time. Part time employees shall receive 1 hour per 30 hours worked.

PTO begins to accrue upon part time employee's commencement date and part time employee may use earned PTO on the 120th day after the employee begins working.

Part time employees shall not accrue or use more than 40 hours of earned PTO in any benefit year. Part time employees shall not carry-over more than 40-hours of earned PTO from one benefit year to the next. A "benefit year" is a 12 consecutive month period during which a part time employee may accrue and use earned paid time off which can be used for time off including but not limited to holiday, personal, vacation, or sick time. A benefit year shall commence January 1, and end on December 31 of the same year.

Unused PTO will carry-over to the next year unless the City chooses to offer payment for unused PTO at the end of the year. Should the City choose to offer Part time employees the option to receive all or fifty percent (50%) of the unused time off, the offer shall be made during the first week of the month of December of each year. Part time employees may choose to accept payment for unused but accrued PTO. The employees must choose within 10 calendar days after receipt of the offer to accept or reject the City's offer. If the part time employee refuses to accept the payout, then PTO shall carry over up to a maximum of 40 hours.

ARTICLE X—VACATION

A. Every permanent full-time member of the Union shall receive vacation in accordance with the following schedule:

B. Vacation leave shall be granted in accordance with the desires of employees, so far as practicable. Employees shall submit vacation requests at least 14 days in advance. Preference for vacation leave shall be given in order of seniority. No vacation shall be permitted from Friday of Memorial Day thru Tuesday after Labor Day, without written permission from supervisor, not to exceed 24 hours of vacation time.

C. Based on calendar year:

First 3 years of service - same as offer letter, 72 hours (first year pro-rated from time of hire to end of calendar year).

4 th - 6 th -	108
7 th - 10 th	132
11 th - 20 th	144
21 st +	180

D. Employees may split vacations. If an employee desires to split his or her vacation, only his or her first choice shall be on the basis of seniority. Vacation must be used in the year earned.

E. When an employee dies having to his or her credit vacation leave, the employee's estate shall be paid for the prorated vacation leave at the employee's rate of pay at the time of his or her death.

F. Part time employees shall follow the paid time off as detailed in Article IX Holidays/Personal Days.

ARTICLE XI - SICK LEAVE

- A. Sick leave for purposes herein is defined to mean absence from duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of the position.
- B. Permanent full-time members are entitled to 108 hours of sick leave annually, based on 36 hour work week, which shall accumulate.
 - 1. At retirement, the City agrees to pay each full-time employee an amount equal to 50% of all accrued and unused sick leave pay up to a maximum of \$7,500.
 - 2. This supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half accumulated sick hours times the eligible full-time employee's hourly rate of pay which is based upon the average annual base compensation received during the last year of employment, prior to the effective date of retirement, provided however, that no such lump sum supplemental compensation payment shall exceed \$7,500.
 - 1. Payment shall be made promptly if funds are available, but no later than one month after the final adoption of the City budget for the year succeeding the effective date of retirement of the full-time employee.
 - 4. There shall be no right to use accrued sick leave pending retirement of an employee. Sick leave shall only be used as defined herein.
- C. The City has the right to verify sickness; and to establish policies for the requirement to provide documentation from medical professionals of illness resulting in absence from work.
- D. Part time employees shall follow the paid time off as detailed in Article IX - Holidays/Personal Days.

ARTICLE XII - WAGES

A. The Parties agree that the Wage Rates per hour for employees under this Agreement shall be:

	Full time	Part time
2019	16.00	14.00
2020	16.50	15.00
2021	17.00	16.00

B. All paychecks shall be via direct deposit.

C. Salary increases above minimums can be given upon recommendation of department supervisor and approval of Chief of Police and business administrator. Management reserves the right to designate one full-time employee as liaison within the department at a rate of \$3.00 per hour above the designated rate. Designated employee receives the added rate only as long as fulfilling such duties.

ARTICLE XIII- HOURS AND OVERTIME

A. The City reserves the right to establish the workweek so that it meets the City's wants and needs in accordance with all Federal and State laws as applicable to municipalities. The hours of operation are subject to forty-eight (48) hour notice of change in work hours, except in emergency.

B. Full time employees work day is based on a 12 hour shift, 72 hours per bi-weekly pay period. Employees may be scheduled and authorized to work beyond the hours of their normal work week. Hours worked in excess of 40 hours per week will be compensated at 1 ½ times the hourly rate for each hour worked. When the demands of the job exceeds the normal 12 hour work day for full time employees (the shift is ending and still on a call) those hours will be paid at 1 ½ times the hourly rate for each hour worked. If a full time employee is called in on his/her day off, they will be paid for two (2) hours at 1 ½ times the hourly rate and is expected to actually work the two (2) hours. Regular employees working such overtime hours will be paid or compensated in accordance with the Fair Labor Standards Act.

C. In computing overtime, for each hourly increment, any employee working overtime up to 30 minutes shall be paid 30 minutes overtime; and 31 to 60 minutes shall be paid an hour overtime. Overtime shall be paid at one and a half times the regular rate of pay.

D. If any employee is scheduled or called to duty on his day off or he or she is recalled, he or she shall be paid for at least two (2) hours worked at time and one-half his regular rate of pay or compensated in time off so long as in accordance with the requirements of the Fair Labor Standards Act and on the express understanding that he will be subject to assignment of work during such two (2) hour period. All employees shall be considered available for call out unless prior notice is given to their respective Supervisor.

E. Overtime.

Non emergency shall only be offered after exhaustion of part time employees. Non emergency shift coverage shall be by rotating basis according to seniority.

Emergency shall be toned out first responses. Decision on filling emergency shift shall be at the discretion of the Chief of Police or his/her designee and shall be final.

No overtime is assured. The City at its sole discretion shall decide whether to offer overtime and the most cost effective manner for the City to offer same.

F. The City shall at its discretion assign part time employees to a permanent shift when considering scheduling of all employees and all shifts.

The City at its discretion shall schedule part time employees to work regularly scheduled shifts. The City shall request in writing, at least two weeks prior to the setting of a schedule, any part time employee that would like to be put on the schedule on an ongoing basis for a specific shift.

The recipient of the notice shall notify the City in writing if he/she is able to commit to a specific shift and if so exactly which shift(s) on which days, how often and for how long. The part time employee able to commit to specific shift(s) shall receive first consideration when the City is setting the schedule. The part time employee shall receive first consideration for such shift for as long a time period as the part time employee is willing to commit up to one year.

ARTICLE XIV— DUES CHECK OFF

A. The City agrees to deduct from the earnings of each Union member dues when said employee has properly authorized such deduction in writing. The City will forward all dues deduction monies collected on a monthly basis to the National Association of Government Employees.

ATTEN:

Virginia Dorney

159 Burgin Parkway

Quincy Mass 02169

ANY CORRESPONDENCE SHALL HAVE ON IT: R2-263

ARTICLE XV - INSURANCE, HEALTH AND WELFARE

A. Permanent full-time employees agree to the following benefits: State Health Benefit Plan in accordance with offer letter. The City reserves the right to change the provider of health benefits, with benefits to remain substantially the same.

The amount of contribution to be paid by an employee shall be set in accordance with P.L.2011, c.78. The parties recognize New Jersey State mandated contributions by public employees to health care costs. All active employees shall have deducted (pre-tax) via payroll deduction under the Section 125 Plan any amount paid to the City for their health insurance contribution pursuant to P.L.2011, c.78.

B. Permanent full-time employees of the City that are married/civil union shall be provided with one medical plan as long as married/civil union. Both shall be included on the healthcare plan; however, both are independently entitled to coverage and upon dissolution/termination of the marriage/civil union or some other triggering event, each shall be afforded their own medical plan. The permanent full-time employees provided one medical plan herein shall not be paid a waiver of coverage payment.

C. The City shall provide a Dental Plan for all permanent full-time employees and their dependents, as currently provided. Dental coverage shall be Three Thousand Dollars (\$3,000) maximum plus Two Thousand Dollars (\$2,000) ortho rider.

Vision Plan as follows:

Type of Service	In-Network You Pay	Out-of-Network Reimbursement amounts
Eye Exam	\$10 copay	Up to \$35
Lenses		
Single	\$35 copay	Up to \$15
Bifocal		Up to \$30
Trifocal		Up to \$45
Frames Allowance	Within the program's \$50 wholesale allowance (approximately \$125 to \$150 retail)	Up to \$15
Contacts (in lieu of glasses)	\$140 Allowance	Up to \$140

ARTICLE XVI - NEGOTIATION OF A SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 303, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin no later than October 1, 2020. Any agreement negotiated shall be reduced to writing and shall be submitted for ratification by the Union and approved by the City. If ratified and approved, it shall be signed by the parties.

ARTICLE XVII - SEPARABILITY AND SAVINGS

If any provision 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 all continue in full force and effect.

ARTICLE XVIII - NO RESTRICTION OF RIGHTS

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under the New Jersey or Federal labor laws, New Jersey Civil Service Commission regulations or any other applicable laws or regulations.

ARTICLE XIX - MISCELLANEOUS

A. Each employee shall have access to his or her personnel file at reasonable times and upon request and prior approval of the City Department Head.

B. Employees shall be entitled to engage in outside employment during off hours.

C. Employees shall perform any and all assigned tasks during periods of emergency in the municipality as declared by the Department Director or the Mayor.

D. During the term of this contract, the Union agrees not to institute any job action or strike. The City agrees during the term of this contract not to institute any lockouts.

Public employees are precluded from participating in a strike, slowdown, walkout or other job action. If an employee participates in an attempt to strike, to slowdown, walkout or other job action, the employee will be subject to disciplinary action.

§2. Nothing contained in this Agreement shall be construed to limit or restrict the City in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the **Association** or its members.

E. The City shall provide legal representation to employees if litigation shall develop as a result of actions arising out of and in the course of employment, except that no representation shall be provided for the defense of a criminal or disorderly person.

F. The employee shall not be subject to any offensive language, nor shall he or she be threatened with transfer, dismissal, or other disciplinary punishment.

G. The City shall have the right at all times to enforce rules, regulations, policies or other statements of procedure not inconsistent with this Agreement, notwithstanding the act, whether active or passive, of the City in refraining from doing so at any time. The act of the City 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 rules, regulations, policies or other statements of procedure.

ARTICLE XX— FAIR LABOR STANDARDS ACT

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

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

ARTICLE XXI— DRUG TESTING POLICY

Offer letter/manual

To enforce this policy, the City of Sea Isle City adopted Revised General Ordinance #1128(1994) which created a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. Employees will be subject to a pre-employment drug screening and random drug testing once employed. The position of emergency medical technician is considered a safety sensitive position and shall be subject to the City policies and procedures for safety sensitive position.

ARTICLE XXII- POLICY MANUAL

Employees are required to comply with the EMS Employee Handbook policy manual; and the City has the right to amend such policy at the City's sole discretion, except for any items governing wages, hours, or working conditions mandated negotiable by law. The handbook controls over any discrepancy between this contract and the handbook.

ON THIS 17th day of December, 2018

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective Counsel attested by their respective Representatives, on the day and year first above written:

CITY OF SEA ISLE CITY:

BY: 
Leonard C. Desiderio, Mayor

12-17-2018
Date

Attest: 
Shannon Romano, City Clerk

12-17-2018
Date

INTERNATIONAL ASSOCIATION OF EMT'S AND PARAMEDICS:


