

AGREEMENT BETWEEN THE CITY OF BRIDGETON

AND

EMTS/PARAMEDICS INT'L ASSN/NAGE/SEIU

LOCAL NO. R2-352

JULY 1, 2015 THROUGH DECEMBER 31, 2019

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THIS AGREEMENT is entered into this 15th day of December, 2015, by and between THE CITY OF BRIDGETON, IN THE COUNTY OF CUMBERLAND, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the “EMPLOYER”, or The “CITY”, and EMTs/Paramedics Int’l Assn/NAGE/SEIU Local R2-352, hereinafter referred to as “ASSOCIATION”.

### **ARTICLE 1 - PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment to promote orderly and peaceful labor relations for the mutual interest of the City of Bridgeton in its capacity as an employer, the employees, the Association, and the people of the City of Bridgeton.

The parties recognize that the interest of the community and the job security of the employees depend upon the employer’s success in establishing a proper service to the community.

To these ends, the employer and the Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

### **ARTICLE 2 - RECOGNITION OF ASSOCIATION**

Pursuant to and in accordance with all applicable provisions of Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-5.1 et seq.) and in accordance with the decision of Director of Representation of the Public Employment Relations Commission (D.R. No. 2016-2) the employer does hereby recognize the Association as the sole and exclusive representative of all regularly employed full-time and part-time emergency medical technicians, including regularly employed per diem emergency medical technicians employed by the City of Bridgeton and excluding managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, professional employees, police, casual employees and all other employees employed by the City of Bridgeton. The representation shall extend to the terms and conditions of employment.

Definitions for employee categories are:

Full Time Employee – Those employees regularly scheduled for forty two (42) hours, or three and one-half tours, per week.

Part Time Employee – Those employees regularly scheduled for up to twenty five (25) hours in one week.

Per Diem Employee – Those employees called into work on an “as needed” basis and who are not regularly scheduled.

### **ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

1. It is recognized that the management of the City, the control of its properties, and the maintenance of order and efficiency, is a right and responsibility of the City.

Accordingly, the City hereby retains and reserves unto itself, or through and by the Department Directors or designees, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitutions of the State of New Jersey and the United States, except as they may be otherwise limited in this Agreement:

- a. the executive management and administrative control of the City and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;
- b. the determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees subject to Civil Service regulations;
- c. the transfer, assignment, reassignment, layoff or recall of employees to work, subject to Civil Service regulations;
- d. the determination of the number of employees and of the duties to be performed, in accordance with applicable Civil Service regulations, and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;
- e. the maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;
- f. the determination of staffing patterns and areas worked, hours of operation, the control and regulation of the use of facilities, supplies, equipment, materials and other property of the City;
- g. the determination of the number, location and operation of divisions, departments, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
- h. the determination of the amount of overtime to be worked;
- i. the determination of the methods, means and personnel by which its operations are to be conducted;
- j. the determination of the content of work assignments not inconsistent with Civil Service job specifications;
- k. the exercise of complete control and discretion over its organization and the technology of the performance of its work;
- l. the making, maintenance and amendments of such operating rules as it may from time to time deem best for the purposes of maintaining order, safety or the effective and efficient operation of the work of the City; and
- m. the determination of job classifications and to assign work not inconsistent with Civil Service job specifications as it deems appropriate.

The City shall have the right at all times to make and 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 procedures.

2. The City may suspend, discharge or demote an employee for just cause, but the employee or his/her representative shall, upon request, be entitled to an appeal and hearing, at which the reason for such action was taken shall be given. In the event of a discharge, or a demotion, or a suspension, for a period greater than five days, then, in such event, the New Jersey Civil Service Commission (Civil Service) appeal procedure shall be followed. Consistent with Civil Service procedures, the Department Director or designee shall preside at departmental hearings.

3. In order to promote efficiency and ensure clarity of commands and orders, the City and the Local mutually agree that all paid emergency medical technicians obey all orders, without question, of their Superior Officers at the scene of an incident. It is further agreed that all orders shall be given by Officers to employees covered by this Agreement at the firehouse.

#### **ARTICLE 4 - EFFECT OF EMPLOYEE NOT JOINING ASSOCIATION**

1. Neither membership in the Association nor non-membership shall be a condition of employment or continued employment. The Association agrees that there shall be no discrimination, intimidation, restraint or coercion by its officers, agents, or members against any employee who refuses or fails to join the Association.

2. The Association shall indemnify and save the City harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken. The employer agrees to deduct from the wages of any employees covered by this agreement, all union membership dues and initiation fees for agency fees uniformly required, if any, as provided in a written authorization form used by the employer herein, provided that the said form shall be executed by the employee. Written authorization for union dues or agency fees deduction shall remain in full force and effect during the period of this contract, but union fees may be withdrawn at any time by the filing of notice of such withdrawals with the Comptroller of the Employer or other proper disbursing officer. The filing of this notice of withdrawal shall be effective to halt deductions as of January 1<sup>st</sup> or July 1<sup>st</sup> next succeeding date on which notice of withdrawal is filed. The employer agrees to provide this service without charge to the union.

3. The Employer and the Association agree as to representation fees in lieu of dues, in accordance with N.J.S.A. 34:13A-5.5, as follows: All employees not a member of the association shall pay a representation fee in lieu of dues in accordance with N.J.S.A. 34:13A-5.5, which fee shall be a maximum fee allowable under the aforesaid statute and

which in no event shall such fee exceed eighty-five (85%) percent of the regular membership dues, fees, and assessments.

#### **ARTICLE 5 - UNION REPRESENTATION**

The Association President or his designee shall be permitted time, with the permission of the Fire Chief or the duly authorized representative, during regular working hours for the purpose of investigating or processing grievances.

#### **ARTICLE 6 - VACATIONS**

1. Vacations will, insofar as possible, be granted at the time most desired by full-time employees according to their seniority per shift. No more than one (1) full-time employee may be on vacation at the same time unless the Fire Chief is satisfied that there are sufficient personnel to operate efficiently. Full Time Employees shall submit a vacation schedule no later than March 1<sup>st</sup> of the calendar year in which vacations shall occur.

2. Full Time Employees shall receive the following paid vacations based upon their period of employment:

- a. eight (8) hours for the initial month of employment if begin work on the 1<sup>st</sup> through 8<sup>th</sup> of the calendar month, and four (4) hours if they begin on the 9<sup>th</sup> through 23<sup>rd</sup> day of the month.
- b. After initial month of employment and up to the end of the first calendar year full time employees shall receive eight (8) hours for each month of service.
- c. Beginning first full calendar year of employment end of 5 years – 96 hours
- d. Beginning Sixth (6<sup>th</sup>) year to end of Ten (10) years – 120 hours
- e. Eleventh (11) year to end of Fifteen (15) years – 168 hours
- f. Sixteenth (16) year to retirement – 204 hours

To qualify for a full vacation in any given year, a full time employee must have been continuously employed for his/her employment year. Full Time employees who are employed less than a full year shall receive a prorated vacation.

If a full time employee becomes sufficiently ill so as to require in-patient hospitalization while on vacation, the employer shall charge such period and the recovery post period to employee's sick leave. Any unused vacation time resulting from the pressure of work as determined by the Fire Chief and approved by the Business Administrator may be carried forward into the next succeeding year and used in the first sixty (60) days.

3. Permanent Part Time Employees shall receive a pro-rated portion of vacation leave.

4. Per Diem Employees shall not be entitled to vacation time.

5. No vacation time accrued in one year may be carried over into the next or any succeeding year except for circumstances required by emergency situations as determined, in writing, by the Fire Chief and approved by the Business Administrator. Any vacation days not used during the calendar year they are earned, and not approved by the Business Administrator for carry over, will be lost and no compensation will be made for unused vacation days. Under no circumstances can unused vacation time be turned into compensatory time.

### **ARTICLE 7 - HOLIDAYS**

All employees are required to work on all holidays as part of their regular schedule. In the event City Hall is closed for any reason beyond the control of the City because of weather conditions or other emergency, EMS personnel shall work their schedule without additional compensation as they are an essential service.

### **ARTICLE 8 - PERSONAL TOUR**

1. Full Time employees will receive three (3) Personal Tours, each year, which will insofar as possible, be granted at time most desired by employees according to their seniority. No more than one full time employee may take a personal day at the same time or if another full time member is on approved time off unless the Fire Chief is satisfied that there are sufficient personnel to operate efficiently. Full time employees will give notice of taking personal day at least 48 hours in advance and shall be taken only with approval by the Fire Chief. In the event of an emergency, less than 48 hours notice may be provided but ultimate approval of use of the time is still in the discretion of the Fire Chief.

Personal tours shall be prorated in any year the employee does not work the entire calendar year.

2. A new full time employee hired between January 1<sup>st</sup> and March 31<sup>st</sup> shall be entitled to 1 ½ personal tours. A new full time employee hired between April 1<sup>st</sup> and June 30<sup>th</sup> shall be entitled to 1 personal tour. A new full time employee hired between July 1<sup>st</sup> and September 30<sup>th</sup> shall be entitled to ½ personal tour. A new full time employee hired October 1<sup>st</sup> or later is not entitled to any personal tour in that calendar year.

3. Personal tours shall not be carried from year to year.

4. At the full time employee's option, personal tours can be divided into Three (3) four-hour segments.

5. Permanent Part Time employees shall be entitled to a pro-rated amount of personal leave time under this Article.

6. Per Diem employees shall not be entitled to any personal leave under this article.



## **ARTICLE 9 - LEAVE OF ABSENCE**

1. A permanent full-time employee who has worked for the City for a minimum of twelve (12) consecutive months may request leave without pay for a period not exceeding three (3) months during a fiscal year for specific personal reasons, or other reasons deemed in the best interest of the City.

2. Applications for leave without pay must be submitted in advance, in writing, to the Fire Chief, stating the employee's reason for requesting such leave and containing a statement that they intend to return to the City's service after expiration of such leave. The leave request must be recommended by the Fire Chief and City Business Administrator and approved by the Mayor. A leave of absence without pay shall not be considered for approval if the employee has paid leave available to utilize.

3. Any leave of absence without pay granted in this Article shall be in accordance with the Federal Family Medical leave Act (FMLA) and/or the Family Leave Act (FLA) and shall not be in addition to those regulations.

4. Maternity Leave

a. A leave of absence without pay not exceeding three (3) months shall be granted for maternity leave purposes.

b. Upon written request and certification from the employee's physician that additional time is needed, the City, in its sole discretion, may extend maternity leave beyond three (3) months.

5. During the period of a leave of absence without pay, an employee shall not continue to accrue seniority, but shall not lose any seniority already accrued. An employee shall not accrue vacation, sick or personal time during the leave of absence without pay.

## **ARTICLE 10 - LIFE INSURANCE**

The City shall provide \$4,000 annually in life insurance coverage to full time employees. Part time and Per Diem employees are not eligible for this benefit.

## **ARTICLE 11 - FUNERAL LEAVE**

Full time employees within the Bargaining Unit shall be entitled to a bereavement leave of absence with pay due to a death of a member of said employee's immediate family or household as follows:

Four Calendar Days Leave

One Calendar Day Leave

Spouse/Domestic Partner	Uncle
Parent	Aunt
Child	Niece
Sibling	Nephew
Grandchild	Brother-In-Law
Grand Parent	Sister-In-Law
Step Child	Son-In-Law
Significant Other **	Daughter-In-Law
Mother-In-Law	
Father-In-Law	

**\*\*Significant Other:** Shall be defined as a person with whom the employee lived as a spouse or shared a domicile such as a life partner. It does not include roommates, friends or persons with whom the subject had other than a committed relationship and active relationship. Any employee who has been actively separated/divorced for over 364 days may only use one (1) day of leave for funeral leave of that significant other.

Part time employees and per diem employees shall not be eligible for funeral leave.

**ARTICLE 12 - VETERANS**

Nothing in this Agreement shall abridge the right and preferences of veterans and members of the Armed Forces Reserves, as provided by Federal, State and Local Laws.

**ARTICLE 13 - HOSPITALIZATION – MEDICAL COVERAGE**

The City shall provide the following health benefits for all permanent full time employees and their dependents, beginning on the first day of the third month after two (2) months of active employment:

1. Hospitalization, Major Medical and Health Maintenance Organization coverage through the New Jersey State Health Benefits Plan (NJSHBP), as it exists or as modified by the State Health Benefit Program (or any other substantially similar health benefit plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefits Program, for all employees and eligible dependents covered by this agreement. From July 1, 2015 through December 31, 2016, the City agrees to pay the cost of the NJSHBP Plan selected by employees, subject to the cost contributions required by law as set forth in paragraph 3, hereunder.

Effective January 1, 2017, the City will pay the cost of the NJSHBP selected by the employee up to a maximum of \$10,200 for single rate, \$17,250 for parent/child rate, \$20,500 for member/spouse rate and \$27,500 for family rate which is the maximum allowed under the Affordable Care Act without incurring the Federal Excise Tax Penalty. In the event the health insurance plans offered by the City are in excess of the maximum amount permitted under the Affordable Care Act without triggering the excise tax (which

is presently scheduled to be \$10,200 for single coverage, \$17,250 for parent/child, \$20,500 for member/spouse and \$27,500 for family coverage beginning in 2018) the parties agree to meet at least six (6) months prior to the implementation of said tax to discuss implementation of a new plan that will be below that maximum amount. If the parties are unable to agree to a new plan, the City shall be authorized to provide a new plan which will be closest to but not above the caps set forth above and such plan selected and provided by the City shall be deemed to satisfy the “substantially similar” contract provision regarding the provided coverage. The City may continue to offer its then current plan or another plan whose cost is in excess of the then maximum amount permitted under the Affordable Care Act. However, if an employee elects to be covered under such a plan, the employee will be responsible for any excise tax incurred by the employer as well as the amount of the premium cost in excess of the then maximum amount permitted under the Affordable Care Act and in addition to any other health care contributions already in effect under Chapter 78 or otherwise.

2. The City retains the right, at its option, to change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible dependents is substantially similar. The City further reserves the right, at its option, to self-insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is substantially similar. The City agrees to expedite arbitration in the event the Union contends the proposed health coverage is not substantially similar to the existing health benefit coverage. This clause will not prevent the City from changing providers during the arbitration process. If the City chooses to change pending the arbitration determination, such change cannot be used as evidence that the Union has consented to such change.

3. Employees shall contribute to the costs of Health Benefits Insurance Plan coverage in accordance with P.L. 2011, Chapter 78.

4. The Employer agrees to provide a prescription plan for the employees, their spouses and/or eligible dependents. Currently a Prescription Plan is provided through the New Jersey State Health Benefits Plan. Co-Pays are subject to changes to reflect the then applicable State Health Benefit Plan Prescription co-pays.

5. The City retains the right, at its option, to change any of the existing prescription plans or carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible dependents is substantially similar. The City further reserves the right, at its option, to self-insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is substantially similar.

6. In the event the City no longer provides prescription coverage under the State Health Benefits Plan, then in such event the co-payment for Prescription Plan shall be Ten Dollars (\$10.00) for mail in prescriptions, Fifteen (\$15.00) for generic drugs and

Twenty-Five (\$25.00) for brand name drugs. Reduced cost for prescriptions shall be available through a mail order system.

7. Part time and Per Diem employees are not eligible for health insurance benefits.

8. The parties acknowledge that there is presently no dental plan implemented by the City for the City employees, but the parties do further agree that if the City implements any dental plan of any City employees at the time the City shall implement said dental plan for members of the Association.

#### **ARTICLE 14 - ABSENCE WITHOUT LEAVE**

An absence of any employee from duty, including any absence for a single day or part of a day that is not authorized by a specified grant of leave of absence shall be deemed to be an absence without official or approved leave. Any such absence shall be without pay and may be subject for disciplinary action. Any employee who absents himself for five (5) consecutive days without authorized leave shall be deemed to have resigned not in good standing. Such action may be reconciled by a subsequent grant of leave at the option of the Fire Chief.

#### **ARTICLE 15 - INTERFERENCE WITH WORK**

The Association agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of the City during the terms of this Agreement.

#### **ARTICLE 16 - WORK ASSIGNMENTS**

All employees shall perform any reasonable work assignments made by supervisors, so long as they suffer no reduction in their rate of pay and the assignments are in their job description as described by the State Department of Personnel. It is further provided that in no event shall employees covered by this Agreement be assigned police related duties (will assist Police in appropriate jobs relevant capacities, i.e. raise ladders, cut locks, etc.) except in the case of emergency as determined by the Fire Chief.

#### **ARTICLE 17 – WAGES**

1. Effective July 1, 2015, a new wage guide, attached hereto as Appendix A shall be in effect.
2. Effective July 1, 2015, each employee will be placed on the wage guide at a salary closest to but not less than the employee's salary as of June 30, 2015.
3. Effective January 1, 2016, the wage guide will remain frozen but each employee will move one step on the wage guide.
4. Effective January 1, 2017, the wage guide will remain frozen but each employee will move one step on the wage guide.

5. Effective January 1, 2018, the wage guide will remain frozen but each employee will move one step on the wage guide.
6. Effective January 1, 2019, the wage guide will remain frozen but each employee will move one step on the wage guide.

## **ARTICLE 18 - WORK HOURS AND OVERTIME COMPENSATION**

### 1. Full Time Employees

A tour shall be defined as a twelve (12) hour shift. Full time employees shall normally be scheduled for 3 full tours and 1 half tour (six hours) each week.

Overtime compensation shall be paid for any hours worked over 40 hours in a work week. Vacation, personal, sick, and compensation hours do not count towards hours worked. Overtime compensation may be credited as compensation hours upon the employee's request up to a maximum bank of forty-two (42) hours. Compensation hours may only be used by the employee in six (6) hour increments and must be scheduled 48 hours in advance unless approved otherwise by the Fire Chief or his designee.

Overtime will be provided by a schedule made by the Fire Chief. The current schedule starts with the most senior person offered and continues down the list of eligible personnel, once someone takes overtime the next person on the list is the first person offered overtime. The list is a continuing rotating list.

### 2. Permanent Part Time Employees

Part time employees shall be scheduled to cover the needs of the department as determined in the sole discretion of the Fire Chief. A part time employee shall be paid for any hours actually worked over 40 hours in a work week at a rate of time and one half the employee's regular rate of pay.

### 3. Per Diem Employees

Per Diem employees shall be scheduled on an "as needed" basis and shall be scheduled to cover the needs of the department as determined in the sole discretion of the Fire Chief. A per diem employee shall be paid for any hours actually worked over 40 hours in a work week at a rate of time and one half the employee's regular rate of pay.

## **ARTICLE 19 - STANDBY CLAUSE**

The parties agree that if standbys are needed, the City shall make every reasonable effort to reach full time personnel for said standby in order to have a minimum of half of the standby force to be comprised of full time personnel. Standby time shall be paid at no

less than time and one-half or as applicable under the FLSA schedule exemption and shall be paid as close to the pay period worked as possible.

### **ARTICLE 20 - RETURN TO DUTY CLAUSE**

If any full time employee is called to return to duty after having physically completed his/her work shift and vacated the premises of his place of employment, then said employee shall be guaranteed a minimum of two (2) hours of pay for said return to duty.

### **ARTICLE 21 - STATE CONVENTIONS, DISTRICT MEETINGS AND SCHOOLING**

1. Leave of absence with pay shall be given to two (2) members of the Association, for attendance at the National Convention of the Association which is held every four years.
2. Full-time employees may attend at least one session per year of school pertaining to their employment as determined by the Chief of Department or designee. Subsequent to prior approval by the Chief of Department or designee, full-time employees may attend any session necessary to maintain their certification i.e. Emergency Medical Technician. If said sessions are held during the normal hours of employment of said employee, the employee shall receive normal pay as if on the job. If said sessions are held during normal off hours of employment of said employee, the employee shall receive compensation at the rate of time and one half provided their actual work and education hours exceed 40 hours in the work week. Transit time to and from a school shall not be considered hours worked and eligible for compensation.

### **ARTICLE 22 - SICK LEAVE**

1. For full time employees – new employees shall receive eight (8) hours for the initial month of employment if they begin work on the 1<sup>st</sup> through 8<sup>th</sup> day of the calendar month and four (4) hours if they begin on the 9<sup>th</sup> through 23<sup>rd</sup> day of the month. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with eight (8) hours for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 120 hours.
2. Permanent part time employees shall receive a proportionate amount of paid sick leave.
3. Per Diem employees shall not receive sick leave.
4. Sick leave shall be prorated in any year the employee does not work the entire calendar year.
5. Retirement – Upon retirement from a state approved retirement system and upon twenty five (25) years of service with the City of Bridgeton, an employee shall receive

one half of their total cumulative unused sick time up to a maximum of \$15,000. Any employee hired on or after July 1, 2015, shall not receive any compensation for unused sick time upon retirement.

### **ARTICLE 23 - PERSONNEL REGULATIONS**

It is understood and agreed that the City of Bridgeton Personnel Policies and Procedures Manual, the Fire Rules and Regulations and Fire Standard Operating Guide adopted by the City of Bridgeton, as applicable, shall apply in all cases and for all matters not covered by this Agreement except that the provisions providing that the City will recognize all holidays declared by the President of the United States, Governor of the State of New Jersey, shall not be applicable to this bargaining unit.

### **ARTICLE 24 – NEW JERSEY CIVIL SERVICE COMMISSION**

This contract is intended to comply with statutes, rules, and regulations of the New Jersey Civil Service Commission and in the event there is a conflict, the Rules of the New Jersey Civil Service Commission shall apply.

### **ARTICLE 25 - NEW JERSEY STATUTES RELATING TO FIRE AND EMS**

This agreement is intended to comply with all New Jersey Statutes relating to Fire and EMS departments and in the event there is a conflict, the New Jersey Statutes shall apply.

### **ARTICLE 26 - OTHER EMPLOYMENT**

No full-time member of the Association shall engage in any other form of employment, without having obtained prior approval of the Fire Chief, who shall give such permission only upon ascertaining that said employment will not in any way interfere with said member's employment with the Fire Department of the City of Bridgeton and upon being assured that said employment will not bring discredit to said Fire Department.

### **ARTICLE 27 - PRESENTING A GRIEVANCE**

1. In the event that any difference or dispute should arise between the terms of this Agreement, an earnest effort shall be made to settle such difference immediately and in the following manner, provided that the grievance is filed within five (5) calendar days of its occurrence or employee knowledge thereof:

STEP 1: Between the aggrieved employee and the local Association Representative in conference with the Fire Chief. Should no acceptable agreement be reached within an additional ten (10) calendar days, then:

STEP 2: Between the aggrieved employee and the local Association Representative and Business Administrator to appeal. If no satisfactory agreement is reached within fourteen (14) calendar days, then

STEP 3: The matter may be referred to binding arbitration by the City and Association only.

2. It is understood that should any grievance proceed to the next step in the procedure as outlined herein, notice in writing shall be given by the Association to the appropriate City Official that a grievance has not been resolved in the next preceding step and said notice shall request that said City official arrange a meeting with the Local Association Representative or Representatives pursuant to this Section.

3. It is understood that should any grievance be resolved pursuant to Steps 1 and 2 of this Agreement, both parties to this Agreement shall execute a Memorandum of Agreement setting forth the fact of the grievance and basis for resolving the same, and in any event, the answer of the City official pursuant to any step in the grievance procedure shall always be in writing.

4. Either party may within ten (10) calendar days after Step 2 Meeting request the New Jersey Public Employment Relations Commission to submit a list of arbitrators from which the parties may select an arbitrator. The decisions shall be binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees, and other expenses shall be borne by the parties respectively.

5. Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

6. It is specifically understood and agreed that arbitration shall not be obtained as a matter of right if the grievance:

a. Involves the existence of alleged violation of any agreement other than the present Agreement between the parties;

b. Involves issues which are discussed at negotiations but not expressly covered by the terms and conditions of this Agreement;

c. Involves claims of violations of an allegedly implied or assumed obligation;

d. Would require an arbitrator to consider, rule on, or decide the appropriate hourly salary or incentive rate at which an employee shall be paid, or the method by which such pay shall be determined.

e. Would require an arbitrator to consider, rule on or decide any of the following:

(1). The elements of an assignment;

(2) The level, title or other designation of an employee's job classification;



(3) The right of management to assign or re-assign work.

(4) Pertains in any way to the establishment, administration, interpretation or application of insurance, pension, savings or other benefit plan in which covered employees are eligible to participate;

f. Involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period.

7. Matters involving minor discipline shall not proceed beyond step 2 of the grievance procedure.

### **ARTICLE 28 - CLOTHING ALLOWANCE**

1. The City will provide the following to all full time employees at time of hire:

- 4 Summer Shirts (replacements as needed)
- 4 Winter Shirts (replacements as needed)
- 4 Pair EMS pants at time of hire (replacements as needed)
- 1 Pair of Shoes – Up to \$150.00 (annually as needed)
- 1 “Job” sweat shirt (annually as needed)
- 1-Multipurpose/all season EMT jacket (replacement as needed)

Uniform clothing damaged in the line of duty shall be replaced by the City upon approval by the Chief of Fire.

2. Part Time employees shall receive at time of hire:

- 2 Summer Shirt (replacements as needed)
- 2 Winter Shirt (replacements as needed)
- 2 Pair EMS pants at time of hire (replacements as needed)
- 1 pair of shoes up to \$150 (replacements as needed)
- 1 “Job” sweatshirt (replacements as needed)
- 1-Multipurpose/all season EMT jacket (replacement as needed)

Part time personnel who are hired full time will have new hire uniform allotment adjusted to full time requirements.

### **ARTICLE 29 - BREACH OF CONTRACT EFFECT**

The waiver of any breach or condition of this Agreement by either part shall not constitute a precedent in the further enforcement of the terms and conditions herein.

### **ARTICLE 30 – SAVINGS CLAUSE**

1. It is understood and agreed that if any part of this Agreement is in conflict with the Law that such part shall be suspended and the appropriate mandatory provision shall prevail and the remainder of the Agreement shall not be affected thereby.

2. In the event any statutes are enacted or regulations are promulgated that modify benefits to be provided to public employees including, but not limited to, sick leave, vacation leave, personal leave, health insurance, pensions or any other benefits, the provisions of this contract will be modified effective as of the date of enactment of any such statute or regulation.

### **ARTICLE 31 - RATIFICATION BY ASSOCIATION AND EMPLOYEES**

The Association hereby represents that this Agreement was ratified solely by EMS employees of the City of Bridgeton employed pursuant to the terms of this Agreement and that no members of the Association who are not covered by this Agreement took part in the ratification proceedings. The Association further agrees that upon the adoption of any new Agreement which shall be substituted for this Agreement, or any part thereof, said Agreement will be ratified only by persons who are employed pursuant to the terms of this Agreement or the new Agreement.

### **ARTICLE 32 - EMBODIMENT OF AGREEMENT**

This document constitutes the sole and complete Agreement between the parties, and embodies all terms and conditions governing the employment of employees represented by the Association. The parties acknowledge they have had the opportunity to present and discuss proposals on any subject which is (or may be subject to collective bargaining provided; however, that upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms of this Agreement. Any prior commitment or agreement between the City and the Association of any individual employee covered by this Agreement is suspended.

### **ARTICLE 33 - WRITTEN AGREEMENT**

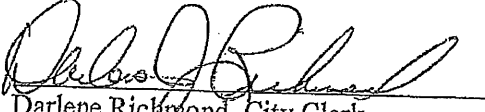
A written agreement signed by all parties shall be completed within ninety (90) days after approval of the budget. One hundred fifty (150) calendar days prior to the expiration date of this Agreement, the parties shall meet to discuss and negotiate regarding the terms and conditions of a new Agreement or the extension of this Agreement, provided that should the Public Employees Relations fix another time to commence negotiations, the rules of the Public Employees Relations Commission shall apply.

### **ARTICLE 34 - TERM OF AGREEMENT**

This Agreement shall be in effect from July 1, 2015 through December 31, 2019 and thereafter until modified.

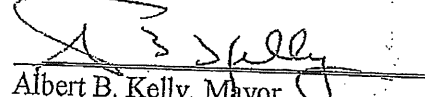
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on the day and year first above written.

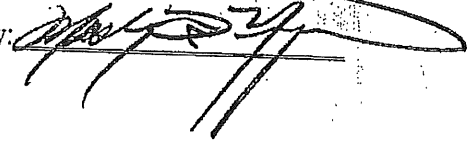
ATTEST:

  
Darlene Richmond, City Clerk

ATTEST: International Association of EMTs/Paramedics, Local R2352

THE CITY OF BRIDGETON  
IN THE COUNTY OF  
CUMBERLAND

  
Albert B. Kelly, Mayor

By: 

APPENDIX A

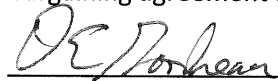
	7/1/2014	7/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019
1	\$16.73	\$16.98	\$16.98	\$16.98	\$16.98	\$16.98
2	\$17.24	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50
3	\$17.75	\$18.02	\$18.02	\$18.02	\$18.02	\$18.02
4	\$18.28	\$18.55	\$18.55	\$18.55	\$18.55	\$18.55
5	\$18.82	\$19.10	\$19.10	\$19.10	\$19.10	\$19.10
6	\$19.39	\$19.68	\$19.68	\$19.68	\$19.68	\$19.68
7	\$19.97	\$20.27	\$20.27	\$20.27	\$20.27	\$20.27
8	\$20.56	\$20.87	\$20.87	\$20.87	\$20.87	\$20.87
9	\$20.87	\$21.18	\$21.18	\$21.18	\$21.18	\$21.18
10	\$21.61	\$21.93	\$21.93	\$21.93	\$21.93	\$21.93
11			\$22.37	\$22.37	\$22.37	\$22.37
12				\$22.71	\$22.71	\$22.71
13					\$23.05	\$23.05
14						\$23.51
15						\$23.98

PT/hr

1	\$16.00
3	\$16.32
5	\$16.65
7+	\$16.98

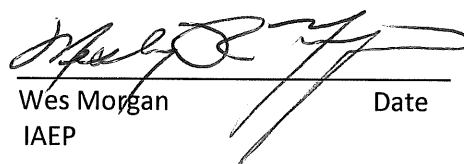
Michael Rodriguez grandfathered at \$17.66/hr

Appendix A corrected January 11, 2016. This Appendix shall be inserted in the collective bargaining agreement as Page 20.

  
 D. E. Goodreau  
 City of Bridgeton

1-13-16

Date

  
 Wes Morgan  
 IAEP

1-13-16

Date