

AGREEMENT

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

&

LOCAL 210

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Unit-3

Effective January 1, 2002 through December 31, 2006

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Preamble

This Agreement, dated **January 9, 2002**, by and between the City of Vineland, a municipal corporation of the State of New Jersey, or its successors, together with such City properties as may be acquired, hereinafter referred to as the "City" and Local Union No. 210 of the International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor, hereinafter referred to as the "Union".

This Agreement is entered into in order to promote and insure harmonious relations, cooperation, and understanding between the City and its employees; to prescribe the rights and duties of the City and its employees; and to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interest of the people of the City and its employees. It is the intent of the parties that this Agreement be construed in harmony with the laws of the State of New Jersey which govern public employment.

Article 1 - Recognition

The City recognizes the Union as the sole and exclusive representative of all full-time employees of the City as certified to the parties by the Public Employment Relations Commission, by a Certification of Representation, Docket No. RO-82-34, dated November 17, 1981 as follows:

All full-time supervisory employees employed by the City of Vineland, but excluding non-supervisory employees, police, confidential employees, managerial executives, and craft employees.

The job classifications covered hereunder shall be those listed in EXHIBIT "A" attached hereto and made a part hereof. **Should an employee receive a new NJ Department of Personnel title during the term of this Agreement, said title may be added to Exhibit "A", and any vacant title may be deleted.**

Article 2 - Embodiment of Agreement

This document constitutes the sole and complete agreement between the parties, and embodies all of the terms and conditions governing the employment of employees in the Unit.

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which **are** subject to **negotiation**.

Article 3 - Severability

In the event that any provision of this Agreement between the parties shall be held by operation of law and/or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice, by either party to the other, to negotiate concerning the modification or revision of such provision.

Article 4 - Loyalty - Efficiency - No Discrimination

- §1. Employees of the City agree that they will perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the City and its interest; that they will cooperate with the City in promoting and advancing the welfare and prosperity of same at all times. All employees covered under this Agreement have an obligation to respond to a reasonable amount of overtime.
- §2. The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or union affiliation. Both the City and the Union shall bear the responsibility for complying with this provision of this Agreement.
- §3. 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.
- §4. The City agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the City or any City representative, against any employee because of union membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or this Agreement.
- §5. The Union acknowledges that all actions or recruitment of new employees are not to take place during employee's working time.

Article 5 - Maintenance of Standards

- §1. With respect to matters not covered by this Agreement, the City will not seek to diminish or impair during the term of this Agreement, any benefit or privilege provided by law, rule or regulation for employees without prior notice to the Union and, when appropriate, without negotiation with the Union, provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights Clause of this Agreement.
- §2. Employees shall retain all civil rights under the New Jersey State and Federal Law.

Article 6 - Access

Authorized representatives of the Union (President and Business Manager), whose names shall be filed in writing with the Business Administrator, shall be permitted by appointment to visit the City's facilities or the offices of the City for the purpose of processing grievances.

Any duly authorized representative of the Union designated in writing, after reporting to the office of the Department Head, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Union representative shall state the purpose of his/her visit, specifying the particulars of the items the Union desires to discuss. Except in any emergency, at least four (4) hours advance notice must be given. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations. The City will not be liable for any time lost by employees during such visits.

Article 7 - Check-Off and Agency Shop

- §1. Pursuant to N.J.S.A. 52:14-15.9e, employees covered by this Agreement, who are Union members, may authorize voluntarily and in writing to the proper disbursing officer of the City, to have customary dues deducted from their compensation and paid to the Union.**
- §2. Pursuant to N.J.S.A. 34:13A-5.5, employees covered by this Agreement, who choose not to be Union members, shall have deducted from their compensation a representation fee in lieu of dues equal to 85% of regular membership dues, fees and assessments paid by Union members for services rendered by the Union. Said deduction will commence as soon as practicable after the employee's 60th day of employment in a bargaining unit position. Said monies, together with records of any corrections, shall be transmitted to**

the Union Office during the month following the monthly pay period in which deductions were made.

- §3. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and approved by the City during the month following the filing of such card with the City.**
- §4. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice prior to the effective date of such change.
- §5. The Union agrees to furnish the City with a copy of its “demand and return system” which must be established and maintained by the Union in accordance with the law.
- §6. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out or by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Article.
- §7. Any written authorization required herein may be withdrawn at any time by the filing of a notice of such withdrawal with the above-mentioned disbursing officer, and deduction authorization cannot again be effected for a period of three (3) months.
- §8. Dues or the representation fee in lieu thereof collected shall be paid to the Financial Secretary of Local Union 210, IBEW.
- §9. The City agrees to cooperate with the Union in the implementation of a “Union Savings Plan”. A weekly payroll deduction shall commence for each employee who signs a properly dated authorization card supplied by the Union and approved by the City during the month following the filing of such card with the City. The City will remit such savings plan deductions to the Union or its designated savings plan depository monthly. The Union 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 in making deductions and remitting the same to the Union or its designated savings plan depository.

Article 8 - Management Rights

- §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 retains the rights, including but not limited, to select and direct the working forces, including the right to hire, suspend, demote or discharge for just cause, assign, promote, or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and

repair, amount of supervision necessary, machinery, tool equipment, methods, schedules of work, together with selection, procurement, designing, engineering and control of equipment and materials; purchase of services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement, and to make reasonable and binding rules which shall not be inconsistent with this Agreement and State Law.

- §2. The City may suspend, discharge or demote an employee for sufficient and reasonable 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 as taken shall be given. In the event of a discharge, or a demotion, or a suspension, for a period greater than five (5) days, then, in such event, the State of New Jersey Department of Personnel appeal procedure shall be followed. Consistent with the State of New Jersey Department of Personnel procedures, the Director of the Department or designee shall preside at Department Hearings.
- §3. The City shall have the right at all times to enforce rules, regulations, policies or other statements of procedures not inconsistent with this Agreement, notwithstanding the act, whether active or passive, of the City in refraining from doing so at any time or times. The act of the City at any time or times in refraining to enforce its rights under said rules, regulations, policies or other statements of procedures shall not be construed as having created a custom or practice contrary to said rules, regulations, policies or other statements of procedure or as having waived or modified said rules, regulations, policies or other statements of procedures.

Article 9 - No Strike or Lockout Pledge

- §1. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support any strike (e.g., the concerted failure to report for duty or willful absence of any employees from their positions or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.
- §2. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the grievance procedure contained in this Agreement.
- §3. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walk-out or other job action against the City.

§4. The City agrees that it will not engage in a lockout or other similar action because of any proposed changes in this Agreement or disputes over matters relating to this Agreement.

Article 10 - Grievance Procedure and Arbitration

§1. In the event that any difference or dispute should arise between the City and the Union, or its members employed by the City, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately. The grievance must be presented in writing within three (3) working days of its occurrence or employee's reasonable knowledge thereof in quadruplicate to the Union Representative, who in turn shall forthwith file one (1) copy with the Business Administrator, one (1) copy with the Department Head, and one (1) copy with the managerial executive who supervises the aggrieved employee. Failure to file his/her grievance in writing as aforesaid shall bar the employee from any right to proceed further with any grievance.

Step I: Between the aggrieved employee, with or without his/her Steward and his/her managerial executive. If no satisfactory agreement is reached within three (3) working days, the Union may submit the grievance, in writing, to the second step within five (5) working days from the verbal answer.

Step II: Between Union Officials, Shop Steward and Department Head of the respective Department. If no satisfactory agreement is reached within ten (10) working days, the Union may submit the grievance to the **third** step, in writing, within ten (10) working days from the **second** step answer.

Step III: Between Union Officials, Shop Steward, Grievant, Department Head **and other City officials**. At this step an International Representative may be present to assist only. If no satisfactory agreement is reached within ten (10) working days, the matter may be referred to arbitration by the City or the Union, within thirty (30) days of the **third** step **written** answer.

§2. Either party may request the New Jersey Public Employment Relations Commission to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by the parties.

- §3. Unless extended by mutual agreement in writing, the failure to observe time limits herein shall constitute abandonment of the grievance, and settlement on the basis of the last City answer.
- §4. It is specifically understood and agreed that this grievance procedure, including the arbitration provisions thereof, shall not be applicable if the alleged grievance:
- a. involves the existence of alleged violation of any agreement other than the present agreement between the parties;
 - b. would require an arbitrator to rule on, consider or change the appropriate salary, hourly rate or incentive rate by which an employee shall be paid or the method by which his/her pay shall be determined;
 - c. would require an arbitrator to consider, rule on or decide any of the following:
 - i. the elements of a job assignment;
 - ii. the level, title or other designation of an employee's job classification;
 - iii. the right of management to assign or reassign work;
 - iv. pertains in any way to the establishment or administration of insurance, pension, savings, or other benefit plans in which employees are eligible to participate;
 - v. the right of management to determine and assign shift hours, except as limited by this Agreement;
 - vi. involves discipline or discharge of employees;
 - vii. involves violations of State laws and regulations.

Article 11 - Conflicting Regulations

Any specific or general provision of this Agreement notwithstanding, wherever a provision of this contract is determined to be in conflict with **New Jersey law**, or with rules, regulations or procedures thereunder, the **New Jersey law**, regulations, rules and procedures shall be controlling, subject to review by normal grievance or judicial process.

Article 12 - Promotions and Promotional Pay

The City shall provide qualified employees with the opportunity to be interviewed for open positions covered by this Agreement.

Subject to the approval of the **Appointing Authority** or designee, an employee, when promoted so as to assume additional responsibilities or duties, from one class or title to another having a higher salary range, then his/her salary shall be increased to the minimum of the new range or by five (5%) percent of his/her then current base salary, whichever is higher.

The **Appointing Authority** or designee shall determine what is a promotion and whether the employee is entitled to the “Promotional Pay” provided for above. The **Appointing Authority or designee** shall base his/her determination upon the increased responsibilities and complexities of the additional duties. Neither an increase in the volume of the same type of work now being performed or length of service in a classification will be considered as a basis for promotion.

Furthermore, a change in job classification, per se, is not necessarily a promotion.

Article 13 - Hours and Working Conditions

§1. The work week shall consist of seven (7) consecutive days beginning at 12:01 a.m. Sunday and ending at 12:00 midnight Saturday. This shall not be construed, and nothing in this Agreement shall be construed, as a guarantee or limitation of the number of hours to be worked per day, per week, or for any other period of time by employees covered hereunder. Work weeks shall normally be comprised of an eight (8) hour day and forty (40) hour work week or a seven and one-half (7½) hour work day for those with a thirty-seven and one-half (37½) hour work week.

An employee and his/her supervisor may mutually agree upon a flexible schedule with approval by the Mayor or designee and Department Head, which may include an unpaid lunch break of either one-half (½) hour or one (1) hour, so long as said break does not reduce the total hours of an employee’s regular work day. Should any flexible schedule be agreed upon, all benefit time in the current contract shall remain unchanged hour-for-hour.

§2. As far as practicable, non-rotating employees shall normally work five (5) consecutive days, Monday through Friday. It is understood and mutually agreed that because of the operating needs of various City departments, other schedules of work weeks are also necessary outside of the normal work week defined above, and the City shall not be limited in determining such schedules by the foregoing language.

§3. Employees within this unit are supervisory personnel of the City. It is anticipated that because of their position they are emulated by subordinates at the work station. This obligates the supervisors to exemplify department and behavior becoming their status with adherence to the management principles of the administration including the rules and regulations regarding hours of work and work station conditions of employment. This

includes compliance with the Federal regulations imposed by the Fair Labor Standards Act and the Administration's policy toward preapproved overtime.

§4. When an employee has completed sixteen (16) continuous hours of work, he/she shall receive an eight (8) hour rest period without compensation. If this rest period involves any part of his/her normally scheduled work day, he/she shall lose no time or pay thereby.

Article 14 - Overtime

§1. Overtime shall be paid at time and one-half (1½) the regular hourly rate of pay for all work over eight (8) hours or seven and one-half (7½), whichever is employee's regular work day. If an employee works on the second unscheduled day of the work week, the rate shall be at double time. However, no overtime shall be worked nor shall any overtime be payable unless said overtime has been specifically authorized by the Department Director or other appropriate managerial executive prior to its being worked. Overtime shall be compensated in one-quarter (¼) hour units, fractional portions being counted as a full quarter (¼) hour. No payment shall be made for an initial period of less than fifteen (15) minutes.

Employees shall continue to have the option of receiving payment in cash or compensatory time off in those departments where such option is the current practice. Compensatory time shall be utilized within the calendar year earned and can only be carried over to the next succeeding year with the approval of the Department Director or other managerial executive and **the Appointing Authority or designee.**

§2. For Community Nursing Service and Flex-Time employees only, overtime shall be paid at time and one-half (1½) the regular hourly rate of pay in accordance with the FLSA for all hours worked over 37½ or 40 per week, whichever is employee's regular work schedule.

§3. The City and an employee may mutually agree for said employee to earn compensatory time in lieu of the appropriate overtime payment. Compensatory time shall be used within the calendar year earned and up to 48 hours may be carried over to the following year with the approval of the Appointing Authority or designee. Compensatory time hours over 48 that cannot be carried over to the following year shall be paid to the employee.

§4. Employees scheduled to work prearranged overtime on their scheduled day off shall receive a minimum of two (2) hours pay at the applicable rate.

Article 15 - Call-In Pay

§1. An employee called in on a scheduled day off or between work shifts shall be paid overtime but with a minimum pay equivalent to five (5) hours at straight time. **Should an employee be called in again within the five hours for which the first call-in was paid, then the employee shall be paid just overtime and no minimum pay shall apply.** This guarantee does not apply to prearranged overtime during the employee's normal work week. Prearranged overtime means overtime arranged in advance. However, no call-in shall be permitted nor shall any call-in pay be **paid** unless said call-in has been specifically authorized by the Department Director or other appropriate managerial executive prior to its being worked.

§2. Management Calls. Supervisors' Unit (Unit-3) management personnel called upon to resolve work station emergencies during the hours of 12:00 midnight to 6:00 a.m. will be compensated at the rate of two (2) hours straight time pay for calls related to a specific emergency. The two (2) hour rate of compensation will be considered full compensation for all calls related to specific emergency during the two (2) hour period from commencement of the first call.

Article 16 - Meals

§1. The City agrees to provide a meal allowance for all employees in the amount of \$8.50 per meal reimbursed per standard City voucher system within thirty (30) days if the employee pays directly or uses the City meal ticket policy for which the vendor bills. The attachment of the registered receipt is required for either the voucher system or the meal ticket policy as follows:

- a. Unscheduled Overtime Continuing Beyond Normal Work Period. Employees shall be entitled to a meal after two (2) hours beyond their normal quitting time as long as the unscheduled overtime work assignment continues. If the employee works two (2) hours or less and ends his/her shift, no meal entitlement is earned. If the unscheduled overtime work assignment continues for at least four (4) additional hours, an additional meal will be provided.
- b. Call-In Overtime. Employees shall be entitled to a meal during continuous work hours as follows: Every four (4) hours as long as the overtime emergency work assignment continues. If an employee works four (4) hours or less and ends his/her shift no meal

entitlement is earned. i.e. If an employee works an eight (8) hour period, one meal is due. If an employee works a twelve (12) hour period, two meals are due. If an employee works a sixteen (16) hour period, three meals are due.

§2. It is understood that meal allowances are provided for unscheduled and call-in overtime only (not pre-arranged overtime). Unscheduled overtime occurs when an employee is notified of the overtime after reporting to work for his/her normal work period and not given the opportunity to leave the work station for at least 30 minutes for a meal. Call-In and prearranged overtime are defined in Article 15, §1. The meal is to be taken as soon as possible during the work period. A meal ticket will only be valid for seven days after issuance, is not transferable and cannot be accumulated.

Article 17 - Holidays and Personal Leave Days

§1. Holidays. The legal paid holidays which are recognized for the purpose of this Agreement are as follows:

New Year's Day	
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Good Friday	General Election Day
Memorial Day	Thanksgiving Day
Veteran's Day	Day After Thanksgiving
Independence Day (4th of July)	Christmas Day

- a. When an employee is called upon to work on such designated holiday, he/she shall be paid, in addition to his/her regular straight time, one-and-one-half (1½) times his/her regular rate of pay for all hours worked on such holiday.
- b. Holiday pay shall not be allowed an employee unless he/she is working during the week in which the holiday falls, and is on the job and available for work his/her last full scheduled workday before and his/her first full scheduled workday after the holiday, even though in different work weeks, except in case of proven illness or injury substantiated by a medical certificate.
- c. Should a designated holiday be observed on one of the employee's regularly scheduled basic work days within his/her normal working period while he/she is on vacation, said holiday shall not be counted as a vacation day.
- d. Holidays which fall on a Saturday shall be celebrated on the preceding Friday; and holidays which fall on a Sunday shall be celebrated on the following Monday.

§2. Personal Leave Days. The City shall grant **four (4)** personal leave days for each employee, subject to the following conditions. Personal leave days shall be granted by the City upon three (3) days prior written request of the employee submitted to the Director of his/her Department, or designee. Said request shall be granted, at the discretion of the Department's Director, or designee, so long as the employee's absence can be granted without interference with the proper conduct of the Department. In the event special, extraordinary circumstances exist, the three (3) day written notice provisions hereof may be waived at the discretion of the Division Head, or designee. Personal leave days shall not accumulate. If an emergency requires calling into work of an employee from a scheduled and approved personal leave day, or if the employee voluntarily makes himself/herself available for work during an emergency on a scheduled and approved personal leave day, then in that event, his/her personal leave day shall be rescheduled.

Personal leave days are administered in the following manner:

- a. Anyone on the payroll between January 1 and **March 31** for 30 days will earn one (1) day.
- b. continuous employment from **April 1 to June 30** will earn one (1) additional day.
- c. continuous employment from **July 1 to September 30** will earn one (1) additional day.
- d. **continuous employment from October 1 to December 31 will earn one (1) additional day.**

Article 18 - Vacations

All employees hereunder shall receive the following annual leave for vacation purposes with pay in and for each calendar year, except as otherwise herein provided:

- a. Up to one (1) year of service, one working day vacation for each month of service.
- b. after one (1) year of service and through six (6) years of service, twelve (12) working days vacation.
- c. after the completion of six (6) years and through thirteen (13) years of service, fifteen (15) working days vacation.
- d. after the completion of thirteen (13) years of service and through nineteen (19) years of service twenty (20) working days vacation.
- e. after the completion of nineteen (19) years of service and through twenty-seven (27) years of service, twenty-five (25) working days vacation.
- f. after the completion of twenty-seven (27) years of service and through retirement thirty (30) working days vacation.

Where in any calendar year the vacation or any part thereof is not granted and taken by reason of pressure of the City's business, as determined and approved by the employee's Department Head

or designee, such vacation periods or parts thereof not granted shall accumulate and shall be granted and may be taken during the next succeeding calendar year only.

An employee's rate of vacation pay shall be based on the employee's regular rate of pay.

All vacations shall be granted, so far as practicable, in accordance with the desires of the employees. Employees shall submit vacation requests in writing, in advance of the vacation period, to their Department Heads or designees, who shall approve or disapprove said request depending upon the then-existing pressure of City business and the need for the employee's presence. Requests shall not be unreasonably denied. Preference for vacation time shall be given in order of seniority.

Vacation pay will be granted to employees terminating their employment. The number of vacation days to be granted will be the proportional number as accrued during the year of termination.

Article 19 - Time to Attend Meetings

Members of the bargaining unit, who, by mutual agreement between IBEW and the City, participate during working hours in conferences and meetings with the City which involve or derive from its collective bargaining agreement, shall suffer thereby no loss of pay. Members of the bargaining unit shall be allowed one-half (½) hour prior to and one-half (½) hour after the conference is over as excused time from their work assignment. They shall give their supervisor reasonable notice in advance of their desire to attend such meetings. It is understood, however, that, except for the foregoing, nothing shall be done which shall interfere with the work of any City employee and/or Department.

Vacation days will be rescheduled if they coincide with City-authorized meetings. The Union agrees to take all steps necessary to insure that this time is within reasonable limits.

Article 20 - Layoffs

When a layoff, for any reason, in the bargaining unit is imminent, the City will notify the Union and immediately arrange a meeting to determine the exact procedure to be followed.

Any agreement regarding the sale, lease, transfer, takeover, assignment or corporate reorganization that results in the loss of employment of people in positions covered under this Agreement, will contain language that provides the displaced workforce the first opportunity to

fill any existing, new or additional positions that may be needed or created as a result of said sale, lease, transfer, takeover, assignment or corporate reorganization.

Article 21 - Military Leave

- §1. Leave shall be granted to employees to fulfill the special military requirements of regular annual active duty for training with any reserve unit of the Army, Navy, Marine Corps, Coast Guard, National Guard or Air Force. The employee shall be paid his/her regular pay during the period of his/her military training.
- §2. The existing Federal and State statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any employee in this bargaining unit.

Article 22 - Funeral Leave

Employees shall be granted special leave with pay in the event of death in the employee's immediate family of up to three (3) days. "Immediate family" shall be defined as spouse, father, mother, sister, brother, children, grandfather, grandmother, great grandfather, great grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandparents and great grandparents of spouse. Further, to be eligible for use of funeral leave, the employee must attend the funeral services.

Article 23 - Leave of Absence

§1. General Leave.

Any permanent employee desiring leave without pay for personal reasons shall make a request in writing to the Director of the Department in which he/she is employed, not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reasons for the leave and the time requested. Leave may be granted or denied at the discretion of the Business Administrator who shall review all recommendations for leaves of absence as submitted by the Department Director. Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave, or failure to return promptly at the expiration of the leave, shall be considered reason for summary discharge. Leave shall be granted or denied in writing.

§2. Maternity Leave.

- a. With Pay. Permanent employees shall be entitled to utilize any accumulated sick leave during the time prior to the expected date of childbirth and for one (1) month thereafter upon presentation of a doctor's certification and approval by the Department of Administration. The City may consider granting, in extenuating circumstances, additional use of sick leave not to exceed two (2) months, upon presentation of a doctor's statement setting forth the necessity therefor. Employees who have accumulated vacation leave and/or compensatory time may use such time for maternity purposes.
- b. Without Pay. Permanent employees who have no earned or accumulated vacation leave, sick leave or compensatory time, may be granted a leave of absence for maternity purposes prior to the expected date of childbirth and for one (1) month thereafter upon presentation of a doctor's certification. Leave may be granted or denied at the discretion of the Business Administrator who shall review all recommendations for leaves of absences as submitted by the Department Director.

Therefore, the leave of absence would require a certification from the employee's physician as to the length of time the employee is required to be on said leave of absence without pay, which in no case will be granted for more than a one-month period after the expected date of childbirth. In extenuating circumstances, additional leave of absence without pay not to exceed two (2) months will be granted upon presentation of a doctor's statement setting forth the necessity therefor.

- c. Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave, or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leave shall be granted or denied in writing.

§3. Family Leave.

Pursuant to the Family and Medical Leave Act of 1993 (FMLA), employees who have **been employed for at least 12 months and** worked **for a minimum of 1,250 hours**, are eligible to receive an unpaid leave of absence for a period not to exceed 12 weeks **during a 12 month** period. Leave may be taken only for the following reasons:

- a. Employee's own serious health condition.
- b. The birth or adoption of a child.
- c. **To care for a child, spouse or parent with a serious health condition.**

Eligible employees must provide prior notice to the Department Head if requesting a leave of absence under this Act. Management has a right to request that an employee provide a certification issued by a licensed health care provider in order to verify necessity of leave.

Article 24 - Leave of Absence - Union

The City will consider a written request for the necessary and reasonable time off, up to a maximum of two (2) weeks annually, without discrimination or loss of seniority rights and without pay, to not more than one (1) employee annually designated by the Union to attend a labor convention or serve in any capacity on other official Union business. Length of time off and reason must be specified. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the discharge of the employee involved.

Article 25 - Jury Duty

An employee who loses time from **work** because of jury duty, as certified by the Clerk of the Court, shall be paid by the City the difference between his/her job rate and the daily jury fee, subject to the following conditions:

- a. When jury service is completed prior to 1:00 p.m., the employee is required to telephone the management's office and report to work if requested.
- b. Time lost because of jury service will not be considered time worked for purposes of computing overtime.
- c. The employee must notify his/her supervisor immediately upon receipt of any communication regarding jury service.
- d. No reimbursement of wages will be made for jury services during holidays or vacations.
- e. At the management's request, adequate proof must be presented of time served on a jury and the amount received for such services.
- f. An employee who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for payments from the City.

Article 26 - Travel Allowances

- §1. The City agrees to reimburse employees for their necessary travel expenses incurred while **on City business consistent with the Travel Policy of the Policy Manual. Employees are expected to work the length of a normal work day while traveling, and no overtime shall be worked unless authorized and pre-approved by the Department Head. Should the Travel Policy adopted on January 1, 2002 be revised, the benefits granted by it shall not be diminished.**
- §2. **Employees will be reimbursed mile for mile for the use of their personal vehicles while on City business at the prevailing IRS rate. A monthly travel log shall be maintained by each employee and submitted no later than 10 days into the following month to his or her Department Director for reimbursement.**

The City will establish a fleet of at least 10 vehicles, which will be available to employees who travel on City business. Travel allowances will be prorated until the vehicle fleet is available.

Article 27 - Uniform Reimbursement, Advanced Training and Safety

- §1. Nurses Uniforms. The City agrees to pay each employee who is classified as “Director, Public Health Nursing Service” and “Public Health Nurse Supervisor” the sum of \$400.00 per annum as a nurses uniform reimbursement. The City shall reimburse employees within this classification a flat rate of \$400.00 per person, per year, upon the submission by the employee of a paid receipt for nurses uniforms. All such employees shall wear nurses uniforms while carrying out the duties of their position. If such employee works for less than one full year, then such amount shall be pro-rated for the period employed.
- §2. College Courses. When the City requests an employee to take a course and designates the course to be taken, then the City shall pay the employee for any tuition fees, book costs or other direct out-of-pocket expenses incurred in the completion of said course. City agrees that if the City requests an employee to undertake special duties and said employee must obtain a new license, then the City will pay the cost of any issuing fees to obtain said license.
- §3. College Credits for Medical Professionals. The City recognizes that the advanced training and education of those employees classified as “Director, Public Health Nursing Service”,

“Public Health Nurse Supervisor” and “EMS Supervisor” is beneficial to the citizens of the City. Therefore, the City agrees to pay for any tuition fees, book costs, or other direct out-of-pocket expenses incurred in the completion of sixteen (16) college credits per year for such employees, provided the course is job-related and has been approved by the employee’s department head in writing prior to the enrollment in said college course. In order to be entitled to receive the above-mentioned reimbursement expenses, the employee must submit a certificate of successful completion to the department head. Furthermore, the course must be taken other than during working hours, and said reimbursement for college credits shall not accumulate.

§4. Safety Shoes. Safety toe shoes meeting the requirements and specifications in American National Standard for Personnel Protection-Protective Footwear (ANSI Z41-1983) shall be worn by employees working in a non-office environment within the following departments as a condition of employment:

- Department of Public Works
- Division of Streets and Roads
- Shade Tree Division
- Division of Parks
- Division of Public Buildings and Grounds
- **Division** of Recreation
- Water-Sewer Utility
- Electric Utility

The City shall reimburse employees within these departments an amount not to exceed **\$75.00** per person, per year, upon the submission by the employee of a paid receipt meeting the above referenced requirements and specifications in American National Standard for Personnel Protection-Protective Footwear as evidenced by attachment of the OSHA/ANSI approval which shall be attached to the receipt.

§5. Safety Glasses. It is agreed that the City shall supply employees with prescription or non-prescription safety glasses as required. They shall be worn in accordance with safety manual stipulations and will not replace goggles where required. Employees wearing prescription glasses shall verify that their prescription lenses are of the safety type. Details of the prescription safety glass program are available. Safety glasses shall be provided as the prescription reads for lenses only.

§6. **Coveralls and uniforms will be provided to the specified employees beginning three months after signing of contract. Maintenance of coveralls and uniforms will also be provided. Coverall and Uniform allowance will be prorated during the first three months of this contract as stated in the remainder of this section, and thereafter, said allowance will no longer be in effect.**

The City shall reimburse for a coverall/uniform purchase an amount not to exceed \$135.00 per person, upon the submission by the employee of a paid receipt for said coverall/uniform

and the manufacturer's tag indicating the coverall/uniform standard for employees in the following classifications:

Supervisor, Water
Supervisor, Parks
Supervisor, Trees
Supervisor, Roads
Supervisor, Recreation Maintenance
Supervising Mechanic
Chief Pumping Station Operator
Assistant Water Utility Superintendent
Assistant Water Sewer Utility Supervisor

Furthermore, the Department Head shall certify that the receipt given is for coveralls/uniforms and nothing else. Each Department will post examples of the coveralls/uniforms intended for reimbursement. Coveralls/Uniforms for which the City has reimbursed employees are intended to be used for City employment only.

Any supervisor responding to an incident that could expose them to fire hazard must wear the OSHA/PEOSHA approved fire retardant outer garment. Employer will provide this garment.

§7. Disposable Coveralls. The City will provide employees with disposable coveralls at the discretion of the Department Head.

§8. Training. The City believes strongly that advanced education is of benefit to both the employee and the City. The City further acknowledges the commitment of both time and effort by the employee. Therefore, the City agrees to reimburse the cost of tuition for courses preapproved by management and considered relevant to the employee's present position which requires an undergraduate degree or a graduate degree or a foreseeable future position which requires an undergraduate degree or a graduate degree. The City feels it is reasonable to limit the reimbursement to tuition and books only. The cost of supplies, traveling, and the class time shall be the responsibility of the employee. This is an incentive for the employees to develop managerial, professional level skills to meet the requirements of classifications. This proposal is for reimbursement for training to the employee only when reimbursement is available to the extent that City funds are available.

Remedial courses required shall be the responsibility of the employee.

Approved courses shall be subject to reimbursement upon the employees successful completion of courses with a minimum grade of 2.5 or 75 or C+.

When specialized training is requested by the City, the City shall pay all expenses directly related to receiving such training. For example, tuition, meals, traveling expenses, lodging expenses, etc. The employee shall suffer no loss of regular wages as a result of such specialized training.

Management may approve a course where the employee cannot work until the end of the work day because of course starting time. The employee will then be given an early dismissal time to make it to the course on time.

- a. City employees shall make every effort to attain certification in their respective classification; e.g. licensed professional engineer and/or boiler operator.
- b. Employees may be called upon by management to teach, instruct or otherwise participate in on-site informal or formal training programs authorized by management.

Article 28 - Sick Leave

§1. Service Credit for Sick Leave. All employees shall be entitled to sick leave with pay as specified hereunder.

- a. Sick Leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of their position. Sick Leave may be used by employees who are unable to work because of:
 - i. Personal illness or injury.
 - ii. Exposure to contagious disease.
 - iii. Care, for a reasonable period of time of a seriously ill member of the employee's immediate family. "Immediate family" is defined by N.J.A.C. 4A: 1-1.3 as employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household. In addition, the City recognizes step-father and step-mother to be part of the immediate family or other near relative.
 - iv. Death in the employee's immediate family for a reasonable period of time.
- b. Whenever an employee is disabled through injury or illness as a result of or arising from his/her employment as evidenced by a certificate of a City-designated physician or physician acceptable to the City, he/she shall be granted, in addition to his/her annual sick leave with pay or any accumulation thereof, leave of absence with pay for a period of three hundred sixty-five (365) days or so much thereof as may be required, as evidenced by certificate of the City designated physician or physician acceptable to the City, but not longer than a period of which worker's compensation temporary disability are allowed. If at the end of such three hundred sixty-five (365) day period the employee is unable to return to work, a certificate from either the City-designated physician or physician acceptable to the City shall be presented, certifying to this fact, and the employee may

elect, if he/she or she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that the combined compensation payments and sick leave allowance will approximate the employee's regular basic wage or salary payment. During the period in which the full salary or wages of any employee on disability leave is paid by the City, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the City by the insurance carrier or the employee.

Whenever the City-designated physician or physician acceptable to the City shall report in writing that the employee is fit for work, such disability leave shall terminate and such employee shall forthwith report for work.

Furthermore, if an employee, during the period of his/her disability, is fit to perform "other" light duties, the City may, at its discretion, allow or require such employee to perform these light duties. The employee's ability to perform such light duties shall be determined by the City-designated physician or other physician acceptable to the City.

- c. Any employee on injury leave, resulting from injury while on City work, shall continue to accrue sick leave credits while he/she remains on the payroll.
- d. Employees may not be gainfully employed during the period of injury leave.

§2. Amount of Sick Leave. An employee commencing employment during the first 15 days of the month shall earn one (1) working day, and an employee commencing employment on or after the 16th day of the month shall earn one-half (1/2) working day for said month. Thereafter, sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment, and fifteen (15) working days in every following calendar year, pursuant to N.J.A.C. 4A:6-1.3, as long as the employee remains actively employed. If the employee terminates, the fifteen (15) working days shall be pro-rated at one and one-fourth (1 1/4) working days for each full month of employment.

Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

§3. Reporting of Absence on Sick Leave. If an employee is absent for reasons that entitle him/her to sick leave, his/her department head shall be notified prior to the employee's starting time.

- a. Failure to so notify appropriate personnel within his/her department may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- b. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

§4. Verification of Sick Leave. An employee who shall be absent on sick leave for five (5) or more consecutive working days, or totaling more than ten (10) days in one calendar year, may be required to submit acceptable medical evidence substantiating the illness. Any abuse of sick leave shall be cause for disciplinary action.

- a. In case of leave of absence due to exposure to contagious disease, a certification from a City designated physician or physician acceptable to the City shall be required.
- b. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

§5. Payment of Accrued Sick Leave at Death. The City will pay upon the death of an active employee an amount equal to fifty percent (50%) of all accrued and unused sick leave pay up to a maximum of \$15,000.

Article 29 - Retirement

For purposes of this article, retirement shall mean an approved pension documented by the New Jersey Division of Pensions & Benefits, Department of Treasury. Pensions can be in the form of service retirement, early retirement options, special retirement, veterans retirement, ordinary disability and accidental disability retirement.

§1. Employees retiring either on the regular pension or disability shall be paid for all accumulated vacation.

§2. In case of death of any employee, there shall be paid to his/her widow, beneficiary or estate, the amount or amounts due for any and all unused vacation and wages due in the pay period in which he/she has died.

§3. At retirement, the City agrees to pay each employee fifty (50%) percent of all accrued and unused sick leave pay up to a maximum amount as specified for the following years:

2002:	\$20,000
2003:	\$15,000
2004:	\$15,000
2005:	\$17,500
2006:	\$17,500

This supplemental compensation payment shall be computed at the rate of one-half (1/2) accumulated unused sick days multiplied by the eligible employee's daily rate of pay which is based upon the average annual base compensation received during the last year of his/her employment, prior to the effective date of his/her retirement, provided however, that no such lump sum supplemental compensation payment shall exceed the amounts as specified above.

§4. Payment shall be made promptly if funds are available, but no later than one (1) month after the final adoption of the budget of the City for the year succeeding the effective date of retirement of the employee.

Article 30 - Health Benefits

§1. The City will continue to assume the full cost of health insurance for all employees who are currently enrolled in the traditional (Patriot X) plan or the HMO (Patriot V) plan and who have been employed with the City on or before January 1, 2002. This coverage shall be fully paid by the City for all employees and their families. Said employees would also be free to transfer from the Patriot V to the Patriot X plan at no additional cost to them. The benefits are more specifically provided for and explained in a brochure available to employees.

The City will continue to assume the full cost of health insurance for new hires (employees hired new to the City after January 1, 2002) who enroll in the HMO (Patriot V) plan. However, said new hires who elect to enroll in the traditional (Patriot X) plan at any point in time will be required to pay the difference between the Patriot V and Patriot X premiums.

§2. The City agrees to provide a Generic Prescription Program including insulin syringes for all employees and their families in accordance with the following conditions:

- a. A Federally approved generic equivalent, if available, will be dispensed for the brand name unless your doctor specifically requires a brand name.
- b. If you receive a brand name drug when a generic drug is available, you will have to pay the difference in cost between the brand name and the generic, except if the attending physician requires/specifies no substitute for brand name. This cost will not be applied to your deductible. The co-pays for the specified years are as follows:

	<u>Brand Name</u>	<u>Generic</u>	<u>Mail Order</u>
2002:	\$ 5.00	\$3.00	\$3.00
2003:	\$10.00	\$3.00	\$3.00
2004:	\$10.00	\$5.00	\$5.00

2005: \$10.00	\$5.00	\$5.00
2006: \$10.00	\$5.00	\$5.00

Upon an employee's retirement (after he/she has had 25 years of service with the City) he/she shall be entitled to receive all of the then Generic Prescription Program as described in **this** section, provided by the City at the expense of the City for life with the following exceptions:

- a. When said retired employee obtains employment having comparable Prescription Coverage as described in **this** section. However, employees shall retain the right to re-enroll in the program of the City based on the program available at the time.
- b. When the retired employee becomes eligible for a federal or state subsidized prescription/pharmaceutical program.

§3. The City also agrees to provide a Basic Dental Care Plan for all employees and their families. The selection of plans are a customary fee 50/50 Dental Plan, Delta-Flagship Health Systems, Inc. and **Eastern Dental or its successors**.

§4. The City agrees to pay the full cost of premiums for the health benefit coverages provided under this Article for and during the life of this Agreement.

§5. The City retains the right to select the insurance carrier or to be self-insured for the provision of any health benefits. **If health care issues arise, a committee will be formed between the Business Administrator and Union Business Manager.** Any change in insurance provider that impacts the level of benefits or administrative procedures from those currently in place will be subject to negotiation.

Article 31 - Bulletin Boards

The City agrees to furnish bulletin board space to be used exclusively by the Union for the posting of notices relating to Union meetings and official business only. The Union agrees to limit its posting of notices and bulletins to such bulletin board. All bulletins or notices shall be signed by a local Union Officer or designee. Union Bulletin Boards shall be maintained in a neat and orderly fashion by the Shop Stewards.

Article 32 - Pay Day and Savings Account Deductions

§1. The normal pay day for all employees shall be each Friday. In the event of an emergent situation, the City will contact the Union to advise them of the emergency for the purpose of

reaching a resolution. Pay will be distributed at established locations for the various departments. Those employees who shall be on vacation on the normal payday shall be paid on Thursday, upon request in accordance with procedures of the Comptroller's Office.

The City reserves the right to alter the hour or time period during which pay checks are distributed to employees.

§2. The City agrees to administer weekly payroll deduction plans for savings accounts in accordance with such rules as may be issued by the City Comptroller.

Article 33 - Wages

§1. The City agrees to make the following wage increases:

- a. **Year 2002:** Effective **December 30, 2001**, an employee's base wage shall be increased by **3.00%**.
Effective **June 30, 2002**, an employee's base wage shall be increased by **2.00%**.
- b. **Year 2003:** Effective **December 29, 2002**, an employee's base wage shall be increased by **3.00%**.
Effective **June 29, 2003**, an employee's base wage shall be increased by **2.00%**.
- c. **Year 2004:** Effective **January 4, 2004**, an employee's base wage shall be increased by **3.00%**.
Effective **July 4, 2004**, an employee's base wage shall be increased by **2.00%**.
- d. **Year 2005:** Effective **January 2, 2005**, an employee's base wage shall be increased by **3.90%**.
- e. **Year 2006:** Effective **January 1, 2006**, an employee's base wage shall be increased by **3.90%**.

§2. The City reserves the right, with the consent of the Union, which consent will not be unreasonably denied, to grant wage increases to employees covered by this Agreement during the term of this Agreement in the event special circumstances exist which require such an adjustment in order to maintain the quality of the City's work force.

Article 34 - Term of Agreement

This Agreement, when signed by the CITY and approved by the INTERNATIONAL PRESIDENT OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, shall become effective **January 1, 2002**, and shall remain in effect through **December 31, 2006**, and from year to year thereafter, unless sixty (60) days prior to any current expiration date, either of the parties hereto notifies the other party at interest, in writing, of its desires to amend or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by their proper officials the day and year first above written.

CITY OF VINELAND

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS - LOCAL 210

By:

By:

Mayor

President

ATTEST:

ATTEST:

Municipal Clerk

Business Manager

Negotiating Committee:

Negotiating Committee:

Exhibit “A” - Job Classifications

Assistant Chief Stationary Engineer
Assistant Director of Solid Waste Mgt.
Assistant Director of Data Processing
Assistant Engineer, E.U.
Assistant Municipal Engineer
Assistant Municipal Tax Collector
Assistant Purchasing Agent
Assistant Superintendent of Electric Distribution
Assistant Supervisor, Criminal Information Unit
Assistant Water-Sewer Utility Superintendent
Building Sub-Code Official
Chief Assistant Assessor
Chief Clerk
Chief Pumping Station Operator
Chief Sanitary Inspector
Chief Stationary Engineer
Coordinator, Federal/State Aid/Cost Estimator Property Improvements
Director, Data Processing
Director, Neighborhood Preservation Program
Executive Assistant
General Supervisor, Electric Distribution
Office Services Manager
Principal Engineer
Principal Sanitary Inspector
Project Coordinator, Construction
Public Health Nurse-Supervisor
Purchasing Agent
Senior Engineer, E.U.
Storekeeper, E.U.
Superintendent of Recreation
Supervising Emergency Medical Technician
Supervising Engineer
Supervising Interconnection Tech., E.U
Supervising Mechanic
Supervising Paramedic
Supervising Planner
Supervisor of Accounts
Supervisor, Criminal Information Records
Supervisor, Parks
Supervisor, Recreation Maintenance
Supervisor, Roads
Supervisor, Trees
Supervisor, Water
Technical Assistant Construction Official/Assistant Zoning Officer

Exhibit "B" - EMS Supervisors

An EMS Supervisor assigned standby duty with a pager, when no other EMS Supervisor is on duty, will receive \$2.00 per hour Monday through Thursday and \$2.25 per hour Friday through Sunday.

The City agrees to reimburse EMS Supervisors for continuing education units necessary to retain certification as required by the City. In order to receive reimbursement for the continuing education units, the employee must submit a certificate of successful completion to the Department Head or designee, along with a receipt from the educational program for the course provided. The City will reimburse for continuing education unit courses approved by the Certifying Agency, the NJ Department of Health, Office of Emergency Medical Services, said course reimbursement to be in accordance with the City Department of Health, EMS Division Policy. Continuing education units should be of a nature and description that benefits the City, EMS and quality of care provided to the residents of the City.

The City agrees to reimburse each EMS Supervisor up to a maximum of two-hundred and forty (\$240) dollars annually for the purchasing and maintaining of necessary equipment for the employee's regular duties upon submission of paid receipts. This is to be paid each year with the last pay period in November. Each employee will be responsible for purchasing equipment in accordance with department standards for the following equipment: cut resistant gloves, penlight, scissors or large shears, stethoscope, digital watch or a watch with a second hand, equipment pouch, small note pad, an ink pen, map book and personal protection boots as specified in the Department of Health, EMS Division Policy as of January 1, 2000.