

AGREEMENT

BETWEEN

CITY OF VENTNOR CITY

ATLANTIC COUNTY, NEW JERSEY

AND

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL #38

JANUARY 1, 2013 THROUGH DECEMBER 31, 2016

TABLE OF CONTENTS

AGREEMENT	3
PREAMBLE	4
RECOGNITION	5
MANAGEMENT RIGHTS	6-8
GRIEVANCE PROCEDURE	9-13
DUES DEDUCTION & AGENCY SHOP	14-17
EMPLOYEE REPRESENTATIVE	18-19
BULLETIN BOARD	20
RESPONSIBILITY OF PARTIES-STRIKES	21
WORK WEEK - WORK DAY	22
SALARIES	23-27
LONGEVITY	28-29
CLOTHING	30
OVERTIME	31-32
HOLIDAYS	33
VACATIONS	34-35
COLLEGE INCENTIVE PROGRAM	36-37
HOSPITALIZATION INSURANCE	38-41
SICK LEAVE	42-43
TERMINAL LEAVE	44-45
FUNERAL LEAVE	46-47
LEAVE FOR ASSOCIATION MEETINGS	48
INJURY	49-51
EXCHANGE OF TOURS	52
FULLY BARGAINED PROVISIONS	53
EQUIPMENT SAFETY	54
WORK IN HIGHER RANK	55
SAVINGS CLAUSE	56
DURATION OF AGREEMENT	57
SIGNATURES	58
EXPLANATION OF BENEFITS, APPENDICES A, B, & C	59-66

AGREEMENT

THIS AGREEMENT entered into this 13th day of February, 2013, by and between the CITY OF VENTNOR CITY, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL #38, duly appointed representatives of the Fire Department of the City of Ventnor City, hereinafter called the "Association", represents the complete and final understanding on all negotiable issues between the City and the Association.

PREAMBLE

WHEREAS, it is in the mutual and continuing interest of the parties to this Agreement to promote the efficiency and morale of the Ventnor Fire Department and that the parties to this Agreement work mutually to maintain such efficiency and morale.

NOW, THEREFORE, for the purpose herein before expressed the parties hereto hereby enter into this Agreement, pursuant to the Provisions of Chapter 123, Laws 1974, N.J.S.A. 34:13A-5, et. seq., of the State of New Jersey, effective as of the First (1st) day of January, 2013, by and between THE CITY OF VENTNOR CITY, a municipal corporation situated in the County of Atlantic and State of New Jersey, hereafter referred to as the "City", and LOCAL #38, FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, hereafter referred to as "Association", which is designed to maintain and promote a harmonious relationship between the City and such of its employees who are within the provisions of the Agreement, through collective negotiations, to prescribe the rights and duties of the City and Association, to provide for the resolution of legitimate grievances, all in order that the efficient and progressive public service now enjoyed may be furthered.

ARTICLE I

RECOGNITION

A. The City hereby recognizes the Association as the sole and exclusive negotiating agent and representative for all full-time Deputy Fire Chiefs, Fire Inspectors, Fire Officials, Fire Captains, Fire Lieutenants, and Firefighters employed in the City of Ventnor City Fire Department, but excluding all other personnel employed in the City of Ventnor City Fire Department and all other City employees.

B. The titles "firefighter", "fire officer" or "employee" shall be used interchangeably and shall be defined to include the plural, as well as the singular and to include males and females.

C. The term "shift," "day," and "tour" shall be used interchangeably and shall be defined as a twenty-four (24) hour work period.

ARTICLE II

MANAGEMENT RIGHTS

A. The City of Ventnor City hereby retains and reserves unto itself, with 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 Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or

the effective operation of the Department after advance notice thereof to the employees.

4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive, in accordance with Civil Service Rules and Regulations.

7. The City reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

8. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, and adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

9. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county, or local laws or regulations.

ARTICLE III

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

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

1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the association on behalf of an individual employee or group of employees, from interpretation, application or violation of policies, agreements, and administrative decisions affecting them. If an individual employee processes the grievance individually, that individual shall bear all costs for processing the grievance.

2. With respect to employee grievances, no grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or disputes concerning terms and conditions of employment controlled by statute or administrative regulation incorporated by reference

in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.

C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement, and shall be followed in its entirety unless a step is waived by mutual consent:

STEP ONE: The aggrieved or the association shall institute action under the provisions hereof within five (5) calendar days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between aggrieved employee and the Fire Chief for the purpose of resolving the matter informally. Failure to act within said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within five (5) calendar days of the initial discussion with the Fire Chief, the employee or the Association may present the grievance in writing within five (5) calendar days thereafter to the Fire Chief or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the grievant. The Fire Chief or his designated representative will answer the grievance

in writing within ten (10) days of receipt of the written grievance.

STEP THREE: If the Association wishes to appeal the decision of the Fire Chief, such appeal shall be presented in writing to the City Commissioner in charge of the Fire Department within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The City Commissioner in charge of the Fire Department shall respond, in writing, to the grievance within twenty (20) calendar days of the submission.

STEP FOUR: If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the City and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New

Jersey, and be restricted to the applications of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

F. Upon prior notice to an authorization of the Commissioner of Public Safety, the designated Association Representatives shall be permitted as members of the Grievance Committee to confer with employees and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the City of Ventnor Fire Department or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed abandoned. If any grievance is not processed to the limits prescribed hereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed by decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the

parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

H. In the event the aggrieved elects to pursue remedies available through the Civil Service Commission, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Director of Public Safety on the grievances. In the event the grievant pursues his remedies through the Civil Service Commission, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

ARTICLE IV

DUES DEDUCTION AND AGENCY SHOP

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the City Treasurer during the month following the filing of such card with the City.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the City Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the City Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals

in collective negotiations and contract administration, and to secure for the employees its represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

J. Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the City, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

M. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association and this Agreement has been executed by the City after it had satisfied itself that the Association is a proper majority representative.

ARTICLE V

EMPLOYEE REPRESENTATIVE

A. The City agrees to grant the necessary time-off without loss of pay, to the duly elected delegates to attend the State F.M.B.A. Convention in accordance with N.J.S.A. 11A:6-10.

B. The Association must notify the City of the names of the duly elected delegates within five (5) days from the date of their election.

C. The City agrees to grant the necessary time-off without loss of pay to the Executive Delegate or his designee to attend the regular monthly meeting or special meeting of the State Association. It is specifically understood that the employee so designated under this Section shall not switch tours in order to receive pay for the purpose of attending said meeting under this Article, and it is also specifically understood that if any such meetings occur on a non-scheduled period, the employee shall receive no pay. If, at the sole discretion of the Fire Chief, an employee is permitted to exchange tours to attend any of said meetings during scheduled work time, it is specifically understood that no overtime pay or other financial burden may be brought to bear on the City as a result of such change in shifts.

D. The City agrees to allow the total number of delegates to attend the annual convention based on the prevailing per capita

paid and roster of employees maintained based on the Constitution and By-laws by the New Jersey State Firemen's Mutual Benevolent Association.

ARTICLE VI

BULLETIN BOARD

A. The Association shall have the use of the bulletin board located in each firehouse for the posting of notices relating to meetings and official business of the Association only.

B. Only material authorized by the signature of the Association President, Steward or alternate shall be permitted to be posted on said bulletin board.

C. The City may have removed from the bulletin board any material which does not conform with the intent of the above-provisions of this Article.

ARTICLE VII

RESPONSIBILITY OF PARTIES - STRIKES

A. The City and the Association on behalf of its members accept responsibility to follow the procedures set forth in this Agreement for the settlement of issues and disputes.

B. The Association will not permit its members, and it does hereby agree for its members, not to engage in any strike or participate in any stoppage or cessation of work in any form or for any cause; nor will the Association or its members in any manner cause, order, participate in, or condone any strike or other work stoppage, nor sanction any members leaving, nor will any member leave the employment of the City pending settlement of issues or disputes.

C. The City and the Association will not, during the term of this Agreement, change any provision set forth herein except by written agreement between the parties provided herein.

D. The City agrees that it will not in any manner cause, order, approve, participate in or condone any lockout.

ARTICLE VIII

WORK WEEK - WORK DAY

A. The scheduling of the work week for all line personnel shall be coordinated by the Fire Chief to accomplish a schedule wherein said employees shall be working on a basis of a forty-two (42) hour work week over an eight (8) week cycle.

B. The scheduling of the work week for the Fire Inspector shall be coordinated by the Fire Chief to accomplish his schedule wherein said employees of the Fire Department shall be working on a basis of a forty (40) hour work week, five (5) days per week.

C. All line personnel shall work a forty-two (42) hour work week, averaged over an eight (8) week cycle, according to the following schedule:

One (1) twenty-four (24) hour work shift, followed by seventy-two (72) hours off, on a continuing basis.

ARTICLE IX

SALARIES

A. Effective January 1, 2013 the annual base salary to be paid to bargaining unit members shall be as follows:

Job Classification	Base Salary
FIREFIGHTER	
Starting first year of service	\$ 38,918
Starting second year of service	47,380
Starting third year of service	55,842
Starting fourth year of service	64,304
Starting fifth year of service	72,764
Starting sixth year of service	81,974
LIEUTENANT	90,171
CAPTAIN	99,189
DEPUTY FIRE CHIEF	109,107

The annual compensation of Emergency Medical Technicians added to the base salary shall be \$2,150.

B. Effective January 1, 2014, the annual base salary to be paid to bargaining unit members shall be as follows:

Job Classification	Base Salary
FIREFIGHTER	
Starting first year of service	\$ 39,696
Starting second year of service	48,328
Starting third year of service	56,959
Starting fourth year of service	65,590
Starting fifth year of service	74,219
Starting sixth year of service	83,613
LIEUTENANT	91,974
CAPTAIN	101,173
DEPUTY CHIEF	111,289

The annual compensation of Emergency Medical Technicians added on to base salary shall be \$2,200.

C. Effective January 1, 2015, the annual base salary to be paid to bargaining unit members shall be as follows:

Job Classification	Base Salary
FIREFIGHTER	
Starting first year of service	\$ 40,490
Starting second year of service	49,295
Starting third year of service	58,098
Starting fourth year of service	66,902
Starting fifth year of service	75,703
Starting sixth year of service	85,285
LIEUTENANT	93,813
CAPTAIN	103,196
DEPUTY CHIEF	113,515

The annual compensation of Emergency Medical Technicians added to base salary shall be \$2,250.

D. Effective January 1, 2016, the annual base salary to be paid to bargaining unit members shall be as follows:

Job Classification	Base Salary
FIREFIGHTER	
Starting first year of service	\$ 41,300
Starting second year of service	50,281
Starting third year of service	59,260
Starting fourth year of service	68,240
Starting fifth year of service	77,217
Starting sixth year of service	86,991
LIEUTENANT	95,689
CAPTAIN	105,260
DEPUTY CHIEF	115,785

The annual compensation added to the base salary for Emergency Medical Technician shall be \$ 2,300.

E. For the term of this Agreement, a Firefighter serving in the capacity of Fire Inspector shall receive \$1,200 per year above the base rank of said Firefighter.

F. For the term of the Agreement, the Fire Official shall receive \$3,250 per year over the base rank of said Firefighter.

G. For the term of this Agreement, annual compensation for Emergency Medical Technicians will be paid by adding it into base pay.

H. The differential between Firefighters top pay and Lieutenant, between Lieutenant and Captain, and between Captain and Deputy Chief shall be 10%.

ARTICLE X

LONGEVITY

A. Each employee listed in Article IX shall be paid in addition to his annual base salary additional compensation based upon the length of his service and determined according to the following schedule:

Years of Service	Percentage of Annual Base Salary
Starting 5th year	2%
Starting 10th year	4%
Starting 15th year	6%
Starting 20th year	8%
Starting 24th year	10%
Starting 30th year	13%

B. Longevity pay shall be paid in equal bi-weekly installments together with and in addition to the employee's base salary including holiday and EMT compensation.

C. In computing overtime and vacation pay and/or any other pay rates set forth in this Agreement, the base pay of any employee shall include his base salary plus his longevity.

D. Longevity pay shall be computed from the date of appointment of the employee.

ARTICLE XI

Clothing Maintenance Allowance

Effective January 1, 2013, all employees shall receive a clothing maintenance allowance payable with education pay on the first pay in December. The amount will be \$600. Effective January 1, 2014 and thereafter, the amount will be \$625.

ARTICLE XII

OVERTIME

A. Overtime shall consist of all hours worked in excess of forty-two (42) hours in a week, based on an eight-week cycle.

B. All employees covered by this Agreement shall, in addition to their basic salary, be paid one and one-half (1 1/2) times their regular base rate of pay, computed on the basis of a forty-two (42) hour week, based on an eight week cycle.

C. The employee shall have the option of receiving a payment for his overtime or compensatory time off.

D. In the event the employee elects to receive payment, all overtime will be paid within thirty (30) days of submission of the overtime report to the Comptroller's office.

E. In the event the employee elects to receive compensatory time off, his time shall be given at 1 1/2 hours of compensatory time for each hour of overtime which is worked.

F. Overtime worked fifteen (15) minutes past the normal hour of duty, as an increment to a particular shift shall be paid at one and one-half (1 1/2) times the employee's regular base rate of pay with a minimum of one (1) hour overtime guarantee.

G. If an employee is recalled to duty, either before the beginning or after the completion of his normal shift, he shall receive a minimum guarantee of three (3) hours, provided said

recall duty is not contiguous with the employee's normal work day.

H. If on passing a scene of a fire, an off-duty employee stops to assist, with the approval of the officer in charge of the fire, said employee will receive overtime payment at the overtime rate for all time actually worked.

I. When the shifts are down to seven (7) Firefighters, the eighth (8th) man will be ordered in at the agreed overtime rate.

ARTICLE XIII

HOLIDAYS

A. All employees covered by this Agreement shall receive the following fourteen (14) days holidays:

New Year's Day	President's Day
The day after Thanksgiving	Columbus Day
July 4th	General Election Day
Labor Day	Memorial Day
Thanksgiving Day	Good Friday
Christmas Day	Veteran's Day
Dr. Martin Luther King Day	Lincoln's Birthday

B. All employees covered by this Agreement shall receive fourteen (14) days at a rate of 8.4 hours per day added to base pay and paid in equal bi weekly installments in their regular pay checks. In the event a member calls in sick on a holiday the member will not be paid. The member may elect to use a vacation day, comp time, or exchange tours, or the amount will be deducted from his regular pay.

ARTICLE XIV

VACATIONS

A. An employee in his first year of service shall be entitled to one (1) working day's vacation for every two months of service.

B. All employees after the initial year of employment shall receive the following number of days as paid vacation:

Deputy Chief	16 days
Captain	15 1/2 days
Lieutenant	14 1/2 days
Fire Inspector	14 1/2 days
Firefighter:	
Starting 5th year	13 days
Starting 4th year	11 days
Starting 3rd year	9 1/2 days
Starting 2nd year	8 days

It is the intent of the Article to assure personnel covered by the Agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to be off that fall during the vacation period shall not be computed as part of vacation days.

D. If an employee terminates his employment with the City, or his employment is terminated by the City, the employee's vacation entitlement shall be prorated on an annual basis.

ARTICLE XV

COLLEGE INCENTIVE PROGRAM

A. In order to provide an incentive to encourage members to achieve the advantages of higher education, the City agrees that each employee who receives academic credits for part-time study in an Institution of higher learning, which offers a college curriculum leading to or credit toward an Undergraduate Bachelor or Associate degree relating to their employment, and which is accredited by the State Board of Higher Education and approved by the Commissioners in charge of the Fire Department, shall receive a college allowance as hereinafter set forth to cover the costs of books required for said course, as well as the actual tuition for said course.

B. The City agrees that each employee who completes continuing education courses directly relating to the Firefighting Service and responsibilities from Institutions offering related courses taken with the approval of the Fire Chief, are entitled to be paid an allowance, in addition to books and tuition, of \$20 (Twenty dollars) per credit hour to be paid in the first pay in December and continue thereon until an employee's retirement.

For the purposes of calculating credit hours, each ten (10) hours spent on various approved courses will equal one (1) credit hour. Employees will be allowed to retain courses attended and the

hours relating thereto until such hours reach the ten (10) hours necessary to earn one (1) credit hour. In addition, any employee with credit hours prior to the signing of this Agreement shall be entitled to compensation upon said employees proof, and, approval of the Fire Chief. This allowance for previously earned credits shall be limited to \$100 (One hundred dollars) per man. Those courses taken in either obtaining a designation as an Emergency Medical Technician, or in maintaining this designation, shall be excluded from this paragraph, and the employees will not be compensated for these courses. The payment for these credits shall be paid to the firefighters with their first salary payment in December of each calendar year.

ARTICLE XVI

HOSPITALIZATION INSURANCE

A. The City agrees to continue to provide at least equal health insurance coverage and payment as currently in effect for all employees covered by this Agreement and their dependents at the City's expense.

B. The City agrees to continue to provide Major Medical insurance at the City's Expense.

C. Although the health insurance plan(s) shall provide for full family coverage at a minimum as the plan(s) in effect prior to this Agreement, the City shall not be restricted to that/those plan(s).

D. The City agrees to continue the life insurance policy now in effect at the City's expense. The FMBA shall receive a copy of said policy upon request.

E. The City agrees to provide a deductible prescription card system for each employee and his/her dependents. As per the following schedule:

Generic Source	\$7.00 per prescription
Multi- Brand Name Source	\$12.00 per prescription
Single Source	\$7.00 per prescription

F. The City agrees to provide optical service either by reimbursement or doctor participation, for each employee and his/her dependent(s), as per the following schedule:

1. One Examination at the City's expense for each employee and his/her dependents each year.

2. Lenses, frames, or contacts every 12 months for each employee and his/her dependents up to \$400.00 per covered individual.

3. Lasik or Radial Keratotomy (RK) vision correction surgery for employee only with a maximum benefit limited to \$1500 per eye.

G. The City agrees to provide a minimum Dental plan, either by reimbursement or mandatory use of participating dentists, if such dentist participation plan exists, for each employee and his/her dependents as per attached Appendix B. Dental Plan shall include a maximum \$1200.00 benefit in 2013 and \$1500 in 2014, 2015, and 2016 per covered individual for all services except orthodontics. Orthodontics lifetime maximum benefit per covered individual will be \$1500.00. Individual schedule of charges unchanged.

H. If any employee loses their life in the line of duty, the City agrees to continue to provide health benefits to the surviving spouse in accordance with the prevailing health benefits plan in effect as stipulated for participants in the collective bargaining agreement. Said benefits will also

continue to be provided to dependent children of the decedent up to age 19, or until dependent child who is a full-time student reaches age of 23. City shall be named additional co-pay if spouse has other health coverage. In the event the surviving spouse shall remarry, this coverage shall cease.

I. In the event that a member dies, all accrued benefits, vacation, and holiday pay shall be paid to his estate. Sick days will be paid according to retirement schedule, if eligible.

J. The City will allow retirees to continue to purchase group rate health benefits as per City costs.

K. The City shall pay for well-care visits for children up to age six (6), with required immunizations covered for children up to age eighteen (18).

L. The City agrees to pay a health benefit waiver stipend of \$5000 if an employee covered by this agreement agrees to waive participation in the City's health benefit plan, provided said employee agrees to be excluded for the entire calendar year and can document that the Employee's spouse has health benefit coverage. Employees waiving participation shall receive payment in 12 equal monthly installments to be paid at the end of each month. Employees and their covered dependents may re-enter the City Health Benefits plan at any time with no re-enrollment penalty if spouse's coverage is eliminated involuntarily. Employees may also re-enter the City provided health plan by

informing the City of their intention to re-enter during the open enrollment period in the year prior to the benefit year.

ARTICLE XVII

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty by a Fireman because of illness, non-work connected accident, or exposure to contagious disease.

B. Any Fireman who shall be absent from work for two (2) or more consecutive days due to illness, or more than five (5) working days in any calendar year due to illness, may, at the discretion of the City, be required to submit acceptable medical evidence substantiating the illness.

1. An employee's supervisor may, at any time, require proof of illness of an employee on sick leave, whenever a pattern of and/or abuse of sick leave is apparent.

C. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor shall be required.

D. Sick leave shall accrue for regular full-time Firemen at the rate of one-half (1/2) day per month during the first calendar year of employment and seven and a half (7 1/2) working days in every calendar year of employment thereafter, and shall accumulate from year to year.

E. If a Fireman is absent from work for reasons that entitle him to sick leave, the Fire Chief or his designated representative shall be notified as early as possible, but no

later than one (1) hour prior to the start of the scheduled work shift from which he is absent, except in case of emergency.

F. No leave or absence with pay under this Article or under any Article shall exceed one (1) year commencing from the date of injury, illness, disability or other reason for said leave of absence.

G. If an employee is injured in the line of duty or contracts a contagious disease while performing his duties, that employee shall not be charged sick pay but will abide by the New Jersey Workmen's Compensation laws governing same.

H. Employees who use 0 (zero) sick days from January 1st through June 30th of each calendar year shall receive \$500. Employees who use 0 (zero) sick days from July 1st through December 31st of each calendar year shall receive \$500. Sick Leave incentive shall be paid on the first pay period in December of each calendar year.

I. Absence from work due to illness for a period of twenty-four (24) hours shall constitute one (1) sick day.

ARTICLE XVIII

TERMINAL LEAVE

A. Effective January 1, 2013, upon an employee's retirement, death, or on honorable termination of employment, said employee shall be compensated for his accumulated sick leave, per the following schedule:

0 to 50 sick days	\$160 per day
51 to 100 sick days	\$180 per day
101 to 150 sick days	\$230 per day
151 plus sick days	\$300 per day

Sick days shall be reimbursed on a one (1) for one (1) basis with no Cap.

B. Notification shall be made to the Chief ninety (90) days prior to commencement of said termination.

C. Employees may, upon retirement, opt to receive their accumulated sick leave payment in one lump sum, or spread payment into yearly installments up to five (5) years.

D. Employees may, upon retirement, opt to exchange their sick leave payment for City Health Benefits Plan as per City's cost until sick leave payment is exhausted, or employee chooses to opt out of the plan.

E. Employees shall receive a retirement incentive payment in addition to accumulated sick leave payment under the following conditions:

1. Any employee who becomes eligible to retire with either twenty-five (25) years of service with the City of Ventnor Fire Department or Twenty-five (25) years of service credit in The Police & Fireman's Retirement System (PFRS) is eligible for a retirement incentive payment provided they retire within six (6) months of either eligibility date.

F. The formula for calculating retirement incentive payment is as follows:

1. For each eligible employee who retires in any calendar year:

Employee Accumulated Sick Time Payment X (200% / Number of eligible employees retiring)

If more than two (2) eligible employees opt for retirement incentive, said incentive shall be reduced proportionately. i.e. three (3) = 66.66%

G. No employee shall receive any retirement incentive payment greater than 100% of their accumulated sick leave payment.

ARTICLE XIX

FUNERAL LEAVE

A. In the event of death in the employee's immediate family living in the employee's household, the employee shall be granted time off without loss of pay from the day of death up to and including the day after the funeral, but in no event to exceed two (2) working days.

B. In the event of death in the employee's immediate family not residing in the employee's household, the employee shall be granted time off without loss of pay from the day of death up to and including the day after the funeral, but in no event to exceed two (2) working days.

C. The term "immediate family" shall include only father, mother, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child, foster child, brother-in-law, sister-in-law, and any other relative living in the employee's household. In the event of death of grandchild, niece, aunt or uncle, nephew or cousin in the first degree, or the spouse's grandparent, the employee shall be granted one (1) day's leave.

D. Funeral leave may be extended beyond the two (2) working day period at the sole discretion of the Commissioner in charge of the Fire Department or his designated representative.

E. The above shall not constitute sick leave and shall not be deducted from the Firemen's annual sick leave, except as specified in Section D, above.

F. The sole purpose of the above funeral leave is for preparing for and attending funeral services.

ARTICLE XX

LEAVE FOR ASSOCIATION MEETINGS

- A. Such leave shall be governed by State regulations.

ARTICLE XXI

INJURY LEAVE

A. Injury leave shall be granted with full pay to employees temporarily disabled through illness or injury arising as a result of and in the course of their respective employment, subject to review by a physician of the City's choice.

B. Said injury leave for temporary disability shall be governed by the statutes of the State of New Jersey and, particularly, the Workmen's Compensation statute under Chapter 15, Title 34, of the Revised Statutes.

C. Said injury leave shall extend for the time period set forth in said statutes.

D. During the period within which an employee is entitled to receive injury leave pay, the City shall continue such employee at full salary for a period of up to seven (7) days. Thereafter, the City shall compensate the employee the difference between the amount of temporary disability benefits accruing under the provisions of the Workers Compensation Act and his/her full salary.

E. Any employee who is injured, whether slight or severe, while working, must make an immediate report within twenty-four (24) hours thereof to the Fire Chief or the Officer in charge.

F. Any employee covered under the provisions of this Agreement shall, as soon as practicable, but in no event later than five (5) calendar days after a physical injury has occurred, file a Workmen's Compensation petition and forward a copy of said petition to the City. Failure to do so shall render this provision for payment of salary void, and said salary shall cease forthwith.

G. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the City may reasonably require the employee to present such certificate from time to time.

H. If the City does not accept the certificate of the physician designated by the insurance carrier, the City shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the City.

I. If the City can prove that an employee has abused privileges under this Article, the employee will be subject to disciplinary action by the City. If the employee is found to be in violation

of this Article, he shall be subject to disciplinary action by the City to the extent which is provided within this Agreement and in Ordinance in effect governing the Ventnor City Fire Department.

ARTICLE XXII

EXCHANGE OF TIME

A. Employees may, upon notification of the Fire Chief or his designated representatives, exchange working time fourteen (14) times a year, with no more than ten (10) occurring during daywork. This will require a Change of Time slip and will be noted on the daily sheet. An exchange of three (3) to fourteen (14) hours will constitute an Exchange of Time. An exchange of more than fourteen (14) hours will constitute two (2) Exchanges. Fourteen (14) tours cannot be exceeded without the permission of the Fire Chief.

B. By exchanging time, no employee shall be entitled to overtime payments and the City shall not incur any additional expense by granting said exchange of time.

ARTICLE XXIII

FULLY BARGAINED PROVISIONS

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

ARTICLE XXIV

EQUIPMENT SAFETY

A. In the event that any employee has a good faith reason to believe that a piece of equipment is unsafe to operate, said employee shall immediately have the equipment inspected by the mechanic on duty.

B. If the mechanic on duty determines that the equipment is safe to operate and the employee is not satisfied with that determination, the employee may immediately appeal to the mechanic's superintendent or his designee, who shall personally inspect the equipment.

C. If the superintendent or his designee determines that the equipment is safe and the employee is still dissatisfied, the employee may immediately appeal the decision, in writing, to the City Administrator, whose decision shall be final and binding.

D. The employee shall not be required to operate the equipment during the inspection and appeals, but the parties agree that the inspection and appeals process shall proceed as quickly as possible.

ARTICLE XXV

WORK IN HIGHER RANK

A. Any employee assigned to an acting position or title and works in that capacity or title shall be paid the rate of pay applicable to the title for which he is assigned, for the period so assigned.

B. For any and all employees working in a title or classification in an acting capacity, said employee shall be paid all sums which are in excess of his normal pay scale within thirty (30) days of submission of the eligibility report to the Comptroller's office.

ARTICLE XXVI

SAVINGS CLAUSE

A. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE XXVII

DURATION OF AGREEMENT

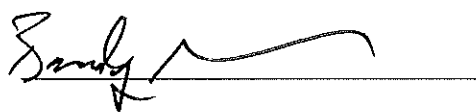
A. This Agreement shall be in full force and effect as of January 1, 2013, and shall remain in effect to and including December 31, 2016, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty days (150) nor no later than one hundred twenty days (120) prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

If both parties agree thereto in writing, this contract may be reopened; however, both parties agree that the subject of the reopening of this contract shall be limited to those provisions which are contained in Article IX of this Agreement.


IN WITNESS WHEREOF, the parties have hereunto set their hand and seals of the City of Ventnor City, New Jersey, on this 13th day of February 2013.

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION, LOCAL #38

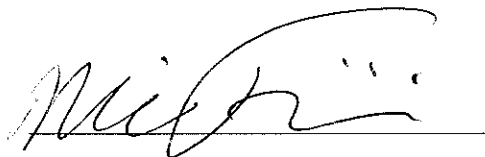
CITY OF VENTNOR CITY
ATLANTIC COUNTY, NEW JERSEY



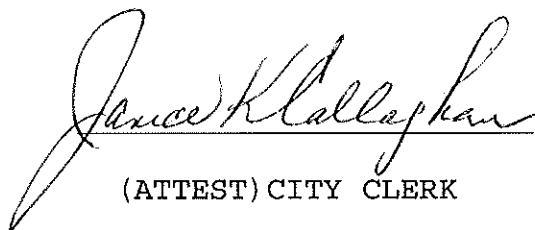
Brady Middlesworth, PRESIDENT



Michael Bagnell, MAYOR



Michael Tripician,
VICE PRESIDENT



(ATTEST) CITY CLERK

APPENDIX A

OPTICAL PLAN

THIS PLAN ENABLES YOU TO OBTAIN SERVICES BY EITHER ONE OF TWO METHODS.

If you elect to obtain Vision Care services from a designated provider, the following services are provided to you at no cost to you:

ONCE EVERY 12 MONTHS:

Eye Examination and Refraction

ONCE EVERY 12 MONTHS:

Frames

Clear Lenses

If you select any other lens preparation or select a more expensive frame that is allowed under this program, the cost difference is by agreement between you and the provider.

If you elect to obtain services from a provider of your choice the Plan will reimburse you as stipulated in ARTICLE XVI -Section F.

Contact lens purchase may be substituted for all of the above services. This plan will reimburse you the amount of your expense up to the amounts set forth in ARTICLE XVI - Section F.

Medical Contacts

Cosmetic Contacts

Medical contacts are those that are prescribed by a physician for the following conditions:

1. Following cataract surgery to correct extreme visual acuity problems that cannot be corrected with spectacle lenses.
2. Certain conditions of Anisometropia

APPENDIX B

Dental Benefits

Most of the common recurring dental services are provided at no charge to covered members and their spouses and dependent children. Additional dental services are available at moderate surcharges. A complete list of dental services provided under the Plan and the cost, if any, is shown below.

DIAGNOSTIC

Examinations

Initial oral examination	NO CHARGE
Periodic oral examination	NO CHARGE

Radiography (x-rays)

Complete intra-oral periapical series	NO CHARGE
Panorex	NO CHARGE
Periapical individual films	NO CHARGE
Bitewing series	NO CHARGE
Bitewing single film	NO CHARGE

Miscellaneous

Study models	NO CHARGE
Treatment planning	NO CHARGE
Consultation	NO CHARGE

PREVENTATIVE

Dental Prophylaxis (cleaning, sealing, and polishing of exposed surfaces of teeth)

Dental prophylaxis, adult	NO CHARGE
Dental prophylaxis, child	NO CHARGE

Fluoride Treatments

Fluoride treatment, topical application of fluoride, one treatment	NO CHARGE
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Space Maintainers

Space maintainer, fixed, band type	\$15.00
Space maintainer, fixed, lingual or palatal arch band type	\$20.00

Miscellaneous

Dental health education	NO CHARGE
Visual aide	NO CHARGE
Oral hygiene instructions	NO CHARGE

RESTORATIVE

Amalgam Restorations (including polishing)

Deciduous (primary) teeth	
One surface	NO CHARGE
Two surfaces	NO CHARGE
Three surfaces	NO CHARGE
Four surfaces	NO CHARGE
Permanent teeth	
One surface	NO CHARGE
Two surfaces	NO CHARGE
Three surfaces	NO CHARGE
Four surfaces	NO CHARGE
Pin reinforced	\$12.00

Silicate Restoration (anterior only)

Silicate cement, per restoration	NO CHARGE
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Acrylic, Plastic, or Composite Restorations

Restoration, acrylic or plastic	NO CHARGE
Restoration, acrylic or plastic (involving incisal angle)	NO CHARGE
Restoration, composite, per Restoration	NO CHARGE
Restoration, composite (w/pins)	\$13.00

Inlay restorations (non-precious metals)

Restoration, inlay, one surface	\$30.00
Restoration, inlay, two surfaces	\$30.00
Restoration, inlay, three surfaces	\$35.00

Crowns-Single Restorations Only

Crown, plastic with metal*	\$130.00
Crown, porcelain with metal*	\$140.00
Crown, full cast*	\$110.00
Crown, stainless steel	\$ 20.00
Post fro crown, cast-additional per crown	\$ 25.00
Post for crown, clinical-additional per crown	\$ 20.00
*Anterior for each posterior crown added	NO CHARGE

Miscellaneous Restorative Services

Replacement inlay	NO CHARGE
Re-cement crown	NO CHARGE
Filing (sedative)	NO CHARGE

ENDODONTICE

Pulp Capping

Pulp cap-direct (excluding final restoration)	NO CHARGE
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Pulpotomy

Vital Pulpotomy (excluding final restoration)	\$12.00
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Root Canal Therapy (includes clinical procedures and follow-up care)

Root Canal, one canal (excluding final restoration)	\$70.00
Root Canal, two canals (excluding final restoration)	\$100.00

PERIODONTICS

Non-Surgical Service

Gingival curettage (per quadrant)	\$ 5.00
Periodontal scaling and root planning (per treatment)	\$ 5.00

PROSTHODONTICS-REMOVABLE

Complete Dentures

Complete upper denture (inc. adjustments)	\$115.00
Complete lower denture (inc. adjustments)	%115.00
Immediate complete upper denture (inc. adjustments)	\$115.00
Immediate complete lower denture (inc. adjustments)	\$115.00

Partial Dentures

Partial upper or lower, w/two clasps w/rests, acrylic, inc. adjustments	\$130.00
Partial lower, w/lingual bar & two clasps, acrylic base, inc. adjustments	\$130.00
Partial lower, w/lingual bar & two clasps, cast base, inc. adjustments	\$135.00
Partial upper, w/palatal bar & two clasps, acrylic base, inc. adjustments	\$130.00
Partial upper, w/palatal bar & two clasps, cast base, inc. adjustments	\$130.00

Adjustments to Dentures

Adjustments to denture, complete denture	NO CHARGE
Adjustments to denture, partial denture	NO CHARGE

Repairs to Dentures

Repair broken complete or partial denture, no teeth damaged	\$ 6.00
Repair broken complete or partial denture, and replace one broken tooth	\$ 9.00
Replace additional teeth, each tooth	\$ 3.00
Replace broken tooth on denture, no other repairs	\$ 9.00
Reattaching damaged clasp on denture	\$ 6.00
Replacing broken clasp with new clasp on denture	\$ 12.00

Denture Duplication and Relining

Relining, upper or lower, complete denture (office relining)	\$ 15.00
Relining, upper or lower, partial denture (office relining)	\$ 15.00
Relining, upper or lower, complete denture (laboratory)	\$ 30.00
Relining, upper or lower, partial denture (laboratory)	\$ 30.00

PROSTHOPTICS-FIXED

For fixed bridges - each abutment and each pontic constitutes a unit in a bridge.

Bridge Pontics

Bridge pontic, cast metal	\$120.00
Bridge pontic, porcelain fused to metal	\$130.00
Bridge pontic, plastic processed to metal	\$ 90.00
Maryland Bridge	\$190.00

Abutments

Abutment, two surfaces, inlay	\$ 40.00
Abutment, three or more surfaces, inlay	\$ 40.00
Abutment, onlay	\$ 40.00

Crowns

Crown, plastic processed to metal*	\$ 90.00
Crown, porcelain fused to metal*	\$100.00
Crown, full cast*	\$ 80.00
Post for crown, cast-additional per crown	\$ 25.00
Post for crown, clinical-additional per crown	\$ 20.00
*Anterior-for each posterior crown added	NO CHARGE
Replacement Bridge	NO CHARGE

EXTRACTIONS**

Non Surgical Extractions

Includes local anesthesia & routine postoperative care

Simple extraction, single tooth, permanent	NO CHARGE
Simple extraction, single tooth, deciduous	NO CHARGE
Complex extraction, single tooth, permanent	\$ 25.00

Emergency Dental Visits

Relief of Pain	NO CHARGE
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MISCELLANEOUS

Extractions resulting from the recommendation of the attending dentist with the consent of the patient will result in NO CHARGE for the service rendered. Extractions resulting from the "demand of the patient" with the signed consent for such extractions will result in a SURCHARGE as listed in the Plan for each tooth extracted.

Aesthetic devices requiring gold, patient request for the use of gold, will vary in cost based upon the current price of gold.

Additional services may be arranged for at the level of the prevailing fees.

APPENDIX C

HOSPITALIZATION/MEDICAL INSURANCE

	<u>IN-NETWORK</u>	<u>OUT OF NETWORK</u>
Annual Deductible		
Single	\$0	\$400
Family	\$0	\$800
Coinsurance	100%	80% of UCR
Out of Pocket Maximums		
Single	N/A	\$600
Family	N/A	\$1200
Office Visit/Therapy Copay	\$15	80% after deductible
Specialist Copays (No Referrals Necessary)	\$15	80% after deductible
Urgent Care Center Copay	\$15	80% after deductible
Outpatient Lab/Xray Copay	\$15	80% after deductible
Emergency Room Copay	\$35	\$35
Inpatient Hospital	100%	80% after deductible
Outpatient Surgery	100%	80% after deductible
Home Health Care	100%	80% after deductible
Skilled Nursing Facility Care	100%	80% after deductible
Durable Medical Equipment	100%	80% after deductible
Emergency Ambulance	100%	80% after deductible
Prescription Drug Card		
Generic		\$7
Preferred		\$12
Non-Preferred		\$12
Mail Order		1 Copay