

AGREEMENT

BETWEEN

CITY OF OCEAN CITY

AND

**INTERNATIONAL ASSOCIATION OF
EMT'S AND PARAMEDICS (IAEP)
LOCAL R3/347**

JANUARY 1, 2008 through DECEMBER 31, 2011

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PREAMBLE

THIS AGREEMENT entered into this 23rd of January, 2009 by and between the City of Ocean City, in the County of Cape May, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and the International Association of EMT's and Paramedics (IAEP) Local R3/347, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the City and the Association.

WITNESSETH

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

NOW, THEREFORE, IT IS AGREED, as follows:

ARTICLE I

ASSOCIATION RECOGNITION

A. The City hereby recognizes the Association as exclusive and sole representative of all collective negotiations concerning grievances and terms and conditions of employment, for all full-time provisional/permanent Emergency Medical Technicians, excluding all other employees of the City.

ARTICLE II

LEGAL REFERENCE

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under any other applicable laws and regulations.

B. The provisions of this Agreement shall be subject to and subordinate to State law, but nothing contained herein shall be deemed to subordinate this contract to local ordinances.

ARTICLE III
MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of the policy, 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 and in conformance with the Constitution and Laws of the State of New Jersey and the United States and the ordinances of Ocean City.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authorities under N.J.S.A. 40:1-1 et. seq. N.J.S.A. 40A:1-1 et seq N.J.S.A. 11:1-1 et. seq. any other national, state or county law or administrative code.

ARTICLE IV

ASSOCIATION REPRESENTATIVES AND MEMBERS

A. The City agrees to provide duly authorized representative(s) time off to attend state or national union conventions in accordance with N.J.S.A. 11A:6-10.

B. Upon prior request and authorization of the Fire Chief or his/her designee, authorized representatives of the Association shall be permitted to visit the city offices for the purposes of investigating alleged violations of the Agreement. In no event shall there be any interference with the operation of the City or the Fire Department.

C. During negotiations the authorized Association representatives, not to exceed two (2), shall be excused from their normal duties for such periods of negotiations as may be agreed upon by the parties. Such excused individuals, however, shall be available for duty in the event that need arises.

D. The City and the Association agree that all hours spent attending to Association business and attending negotiations pursuant to this Article are not mandated work by the City and as such are not compensable as hours worked for Fair Labor Standards Act purposes.

ARTICLE V

RETENTION OF CIVIL RIGHTS

A. Members shall retain all civil rights under New Jersey State Law and Federal Law.

ARTICLE VI

LEAVES OF ABSENCE

A. Leaves of absence, without pay, may be granted by the City for emergency situations, or other valid reasons, by the Fire Chief and approved by the Appointing Authority in accordance with current New Jersey Department of Personnel rules.

ARTICLE VII
RETIREMENT

A. Retirement health benefits:

1. A member who retires on/after January 1, 1990, with 25 or more years of permanent full time service with the City of Ocean City shall receive health benefit coverage (medical/major medical) for the retiree and his/her family.
2. A member who retires on/after January 1, 1996, with 25 or more years of permanent full time service with the City of Ocean City shall receive prescription benefits with a 1/3 co-pay for the retiree and his/her family.
3. Such coverage shall not extend beyond the employee attaining the age of 65 or becoming eligible for Medicare/Medicaid, or until the death of said employee.
 - a. When a member who retires after January 1, 1992, and his/her spouse becomes eligible for Medicare/Medicaid, the City's health plan shall remain in effect as secondary provider. The City's maximum liability as secondary provider shall be \$10,000 per illness/injury annually.

4. Such coverage shall be limited to retirees who are not covered by an equal or better health insurance plan through a future employer.
5. If a retiree's future employment terminates and thereby discontinues his/her health insurance, she/he must notify the City of Ocean City prior to October 1st so that they might be budgeted for and included in the next open enrollment period. In the event the plan does not permit reentry, the retiree shall not be covered.
6. It is understood and agreed that health care coverage for retirees is not retroactive and will only apply to individuals who retire after January 1, 1990, who conform to any restrictions noted above.
7. An employee who retires on/after January 1, 1997, and that employee is granted 66 2/3% Accidental Disability Retirement Benefits from the Public Employees Retirement System, all medical benefits shall be continued until the death of the employee, spouse and children to age 21.
 - a. The employee is entitled to enroll in COBRA during his/her appeal if not granted the 66 2/3% retirement. If the appeal extends beyond the 18 months of COBRA entitlement, the employee shall be eligible to continue the COBRA benefits for an additional period of 18 months, if it is not illegal, if it is approved by the City's insurance carrier, and if it does not jeopardize the integrity of the health benefit plan. If an employee is granted the 66 2/3% disability as a result of his/her

appeal, the City shall reimburse any premium(s) he/she paid under COBRA.

B. An employee upon retirement, and at his/her own expense, shall be permitted to continue the comprehensive health benefit program (medical/major medical) for the retiree and his/her family.

C. If a member dies while in the employ of the City of Ocean City, the City shall continue to provide in full force and effect all insurance benefits as specified in Section A, B and C of Article XIII, for the member's spouse and children until each child reaches his/her 21st birthday, or in the event that there are no surviving children, or the children have already reached their 21st birthday, the surviving spouse benefits will continue for three (3) years.

ARTICLE VIII

WORK WEEK AND OVERTIME

A. **Hours of Work:**

The normal work week shall consist of an average of 56 hours per week

1. The work day shall consist of 24 consecutive duty hours.
2. The normal work week shall consist of 56 hours in a nine (9) week cycle.

B. **Overtime**

1. Overtime shall be defined as time worked in excess of 40 hours in a work week.
2. Overtime shall be compensated, unless otherwise provided, at the rate of

time and one-half the employee's regular hourly rate of pay on the following basis:

0 - 15 minutes	no compensation
16 - 30 minutes	.5 hours compensation
31 - 60 minutes	1.0 hours compensation.

Thereafter, all overtime will be administered in .5 hour segments.

3. For each hour over and above 40 hours per work week, up to 56 hours, the overtime rate shall be calculated by dividing a week's pay by 64, multiplied by 1.5. For each hour over and above 56 hours per work week, the overtime rate shall be calculated by dividing a week's pay by 56, multiplied by 1.5.
4. If an employee is recalled to duty, s/he shall receive a minimum of three (3) hours at time and one-half ($1\frac{1}{2}$) of his/her regular rate of pay.
5. All employees upon being personally notified of an emergency shall report to work within 30 minutes provided s/he is able to do so; otherwise, s/he shall report as soon as possible.

ARTICLE IX
VACATIONS

A. Annual vacations shall be granted as follows:

<u>Length of Employment</u>	<u>Annual Vacation Leave</u>
0 - 1 year	one-half (1/2) working day per month
1 - 5 years	six (6) working days per year
6 - 10 years	seven (7) working days per year
11- 15 years	10 working days per year
16 - 20 years	12 working days per year
21 and over	13 working days per year

B. Two vacation days per year may be requested to be used as a personal day, in accordance with the provisions of Article XVI, A-3.

ARTICLE X

HOLIDAYS

A. The following shall constitute paid holidays under this agreement:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Martin Luther King Day | 9. Veterans Day |
| 3. President's Day | 10. November Election |
| 4. Good Friday | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Day After Thanksgiving |
| 6. Independence Day | 13. Christmas Day |
| 7. Labor Day | |

B. In lieu of time off, members will receive one additional day's compensation for holidays listed above at the following rates:

- | | | |
|----|----------|----------|
| 1. | \$295.00 | 1/1/2008 |
| | \$305.00 | 1/1/2009 |
| | \$315.00 | 1/1/2010 |
| | \$325.00 | 1/1/2011 |

C. Effective January 1, 2006 Holiday pay will be included in base salary. Holiday pay will not be included into base salary for the purposes of calculating longevity.

ARTICLE XI

INJURY LEAVE

If any employee is incapacitated and unable to work because of a job-related injury, he/she shall be entitled to injury leave with full pay during the period in which he/she is unable to perform his/her duties up to a period of one year as mutually certified by the employee's own doctor and the City's doctor. These wages are to be offset by the amount of Workers' Compensation wage payments, pursuant to Chapter XV of Title 34 of the Revised Statutes of the State of New Jersey.

During the calendar year 2009, both parties agree to formulate language that references the “Policy for Handling Requests for Accommodations”, attached as Addendum “A”.

ARTICLE XII

SICK LEAVE

A. Sick leave shall continue as presently in effect, except for the following:

1. During the first year of employment only, EMT’s shall be entitled to and accrue one and one-quarter (1 ¼) calendar sick days per month. Thereafter, sick leave shall be added each year as of January 1st at the rate of 15 calendar days per year per EMT and shall be accumulative. When utilized, sick leave shall be charged on a day-for-day basis.

B. Reporting of Absence on Sick Leave

1. Employees shall call in prior to the start of their shift, in accordance with Fire Department procedures. In the event an employee is unable to notify the Fire Chief, or designee, prior to the start of their shift, a 15-minute grace period will be enacted. Extenuating circumstances shall be given fair consideration.
 - a. Failure to so notify the Fire Chief, or designee, may be cause for denial of the use of sick leave for that absence and may constitute cause for disciplinary action.

- b. Absence without notice for five (5) consecutive days may constitute a resignation not in good standing.

C. Verification of Sick Leave

1. In the event an employee's illness caused his/her absence from work for a period greater than three (3) consecutive work days, or totaling more than 10 work days in any one (1) calendar year, a physician's certificate secured at the employee's expense shall be required by the City. As long as the City retains the services of a City doctor, an employee may secure said physician's certificate from the City doctor.
2. The City may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. It is understood that if a member abuses his/her sick leave, the Fire Chief at his discretion may require said employee to obtain proof of illness from the City doctor. An employee, at his/her own expense, may obtain proof of illness from a physician of his/her choosing. If the employee fails to obtain the required proof of illness, the Fire Chief at his/her discretion may order said employee back to duty, or may designate appropriate disciplinary action.
3. The Association further acknowledges that the City, through the Fire Chief or designee, may adopt such sick leave verification policies from time to time to control sick leave abuses as it may determine necessary.
4. All unused sick leave accrued in any other department of the City shall be

transferred to the Fire Department with the employee, provided that employment with the City is continuous. Any unused vacation time accrued in any other department shall be paid prior to the effective date of employment with the Fire Department. The unused sick leave transferred to the Fire Department shall be translated as it applies to the Fire Department.

ARTICLE XIII

INSURANCE, HEALTH AND WELFARE

A. The City shall provide a comprehensive health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees and office visits as follows:

80% of the first \$3,000, and 100% thereafter in 2005.

80% of the first \$4,000, and 100% thereafter, effective 1/1/2006.

Annual dental maximum is \$1,500, effective 1/12006, paid in accordance with the Summary of Benefits contained in the Plan Document.

Orthodontics coverage is a maximum lifetime benefit of \$3,000, effective 1/1/2006, paid in accordance with the Summary of Benefits contained in the Plan Document.

1. Mandatory pre-admission notification will be part of the comprehensive

health benefit program. Lack of proper notification will reduce the level of reimbursement for health care expenses by 30%.

a. Mandatory Outpatient Procedure notification will be part of the program.

Single procedures that cost more than \$500 and multiple procedures for a single medical problem or continuing care, which collectively cost more than \$1,000 require notification.

2. For all mental care and self-inflicted injuries (in-patient, out-patient and out-of-hospital), there is a \$15,000 Benefit Period maximum and a \$30,000 Lifetime maximum.

B. The City shall provide a vision care program for the member and his/her family to include prescription eyeglasses and/or contact lens. Coverage shall be 30% co-pay for the member and his/her family with a maximum yearly benefit of \$500.

C. The City shall provide, at its cost, a prescription drug plan for the individual member and his/her family. The co-pay for active members and their families is ineligible for reimbursement through the major medical part of the health plan. Prescription co-pays are as follows:

Generic	No co-pay
Formulary Brand Name	\$10.00
Non-Formulary Brand Name	\$20.00

If, during the term of this contract, the drug formulary substantially changes, the City (represented by the Personnel Director) and the IAEP (represented by an IAEP designee) will

meet to negotiate the substantial changes.

D. The City shall provide yearly pediatric well care visits to include immunizations for children up to 12 years of age with a maximum yearly benefit of \$400 per child, effective 1/1/2006.

E. Monthly employee health care contributions of \$40.00, effective 1/1/2006; \$60.00 effective January 1, 2011.

F. The City shall provide a \$25,000 life insurance policy on the life of each member with the member to designate the beneficiary thereof. Upon separation from service, the member, at his/her option and cost, may convert said life insurance policy on an individual basis.

G. The City shall provide the employee with legal aid as required by State statute.

H. An employee, upon retirement and at his/her expense, shall be permitted to continue the hospitalization, medical treatment, major medical coverage, surgical fees and office visits portion of the health benefit program.

I. The City may, at its option, change any of the foregoing plans or carriers, as long as substantially the same benefits are provided.

1. Effective January 1, 2009, or as soon thereafter as possible, the existing health insurance coverage and prescription coverage shall be converted to the State Health Benefits Plan in accordance with the terms,

conditions and policies of insurance offered under those plans. The base plan will be Direct 10 – other options are at employee election.

J. If a member loses his/her life in the line of duty, the City will pay up to \$6,000 for funeral expenses upon presentation of verified bills/invoices.

ARTICLE XIV
DUES DEDUCTION

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 310, Public Laws of 1967, N.J.S.A. (R.S. 52:14-15.9(e)), as amended. Said monies together with records of any corrections shall be transmitted to the Association Treasurer within 15 working days from the payroll period ending date of each bi-weekly payroll period.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the City written notice 30 days prior to the effective date of such change, and the Association shall furnish new authorizations from its members showing the authorized deduction for such employee.

C. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the form and deliver the signed forms to the City Treasurer. 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 submitted by the Association to the City, or in reliance upon the official notification on the letterhead of the Association and signed by the President and Secretary of the Association advising of such changed deduction.

D. The Association agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers, agents or members against any employee who refuses or fails to execute an authorization card.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the City Treasurer. The filing of notice of withdrawal shall be effective to halt deductions as of January 1st or July 1st next, succeeding the date on which notice of withdrawal is filed, in accordance with N.J.S.A. 52:14-15.9(e) as amended.

F. Any permanent or provisional employee in the bargaining unit on the effective date of this Agreement who does not join the Association within 30 days of initial employment within the unit, and any permanent employee previously employed with the unit who does not join within 10 days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. This representation fee shall be paid in an amount not greater than 85% of the regular Association membership dues, fees and assessments as certified to the employer by the Association. The Association may revise its certification on the amount of the representation fee at any time to reflect changes in the regular Association membership dues,

fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of the Agreement as long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in the provision by a successor agreement between the Association and the employer.

G. The Association agrees to furnish the City with a copy of its "demand and return system," which must be established and maintained by the Association in accordance with the law.

H. 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 any action taken in making deductions and remitting the same to the Association pursuant to this Article.

ARTICLE XV

UNIFORM ALLOWANCE

A. The City shall provide an annual uniform allowance of \$700 for the maintenance and replacement of clothing used for work, within 45 days of budget adoption. Members will be subject to a biannual clothing inspection as utilized within the Fire Department.

1. Amounts shall be reported to the Internal Revenue Service based upon applicable law.

B. All uniforms and work clothes, damaged in the line of duty, shall be replaced by the City no later than 30 days after inspection and certification by the Fire Chief.

1. Uniforms that become contaminated with body fluids, in the line of duty, will be commercially laundered at the City's expense.

C. All personal items that are damaged, lost or destroyed in the line of duty, which are not covered by insurance, shall be replaced by the City within 30 days after inspection and certification by the Fire Chief. The City's liability shall not be more than \$300 per incident.

ARTICLE XVI

TIME OFF

A. Employees shall be granted time off without deduction from pay or time owed for the following incidents:

1. Unit members shall be granted temporary leaves without deduction from pay or accumulated sick leave for death in the immediate family or death of a close friend. The number of days needed shall be determined by the Fire Chief.
2. Serious illness in the immediate family residing with the employee, or childbirth of the employee's spouse, with a maximum of three (3) calendar days. Serious illness shall be any instance in which such immediate family member is either hospitalized or incapacitated while at home with written medical certification.
3. Personal Time

An employee may receive one (1) personal day per calendar year to attend to his/her personal business. Requests for a personal day shall follow existing Fire Department policy.

- a. Personal time may be used for emergencies, religious holidays or personal matters.
- b. A personal day shall be granted at any time provided there is no scheduling conflict at the time of submittal. A scheduling conflict shall mean anytime the City would have to compensate someone at time and one-half to give the employee the day off.
- c. A personal day will be granted upon the recommendation of the shift commander and approval of the Fire Chief and, once approved, will not be rescinded due to a scheduling conflict.
- d. Personal time is not cumulative.
- e. A personal day submittal shall be processed within seven (7) working days.
- f. A personal day may be used/requested in ½ or full day increments.

ARTICLE XVII
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.

C. The term "grievance" as used herein, means any controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement, and may be raised by an individual, the Association at the request of an on behalf of an individual or the City.

D. 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 shall institute action under the provisions hereof within 30 calendar days after the event (effective on contract signing) giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said 30 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 supervisor, the employee may present the grievance in writing within five (5) calendar days 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 10 calendar 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 Business Administrator within 10 calendar days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Administrator's designated representative agrees to meet with the grievance committee upon request to resolve such grievance. The Administrator's designated representative shall respond in writing to the grievance, within 20 calendar days after such meeting. If no such hearing is held, the Administrator's designated representative's response shall be in writing, within 30 calendar days after the date of submission.

Step 4 – If the grievance is not settled through Steps 1, 2 and 3, the Association or the City shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey PERC. The cost of 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 party incurring same.

- E.
1. The parties direct the arbitrator to decide, as a preliminary question, whether the arbitrator 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 shall be restricted to the application 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. 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 procedures set forth herein during work hours of employees, without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the designated representative's decision or require the recall of off-duty employees, and further provided that permission is granted in advance by the Fire Chief, or his designee.

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 to have been abandoned. If any grievance is not processed to the next succeeding step in the

Grievance Procedure within the time limits prescribed therefore, 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 for 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 provided for processing the grievance at any step in the Grievance Procedure.

H. In the event the aggrieved elects to pursue remedies available through the Department of Personnel, the grievance shall be cancelled 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 30 calendar days after the decision rendered by the Administration's designated representative on the grievance. In the event the grievant pursues his/her remedies through the Department of Personnel, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

ARTICLE XVIII

DISCIPLINE AND EVALUATION PROCEDURES

A. Employees shall be evaluated by their supervisors or other designee at least once

each year, which is followed by a written evaluation report and by a conference between the employee and the evaluator for the purpose of identifying strengths and weaknesses.

B. An employee shall be given a copy of the evaluation report prepared by the evaluator at least 24 hours before any conference to discuss it. The employee shall sign the evaluation report and date it when it is presented to him/her. Said signature shall merely indicate that the employee has received a copy of this report.

C. An employee shall have the right to review the contents of his/her personnel file.

D. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has received a copy of it, which shall be indicated by the employee's signature on the document in the file folder of the employee. In the event an employee refuses to affix his/her signature to the document, the City shall have the right to note such refusal and place the document in the file.

E. An employee may have a representative of the Association present in any meeting where the matter could adversely affect continued employment, withholding of increment, or disciplinary action.

F. All disciplinary action, including suspension, taken against any employee shall be done in accordance with New Jersey Department of Personnel Rules and Regulations.

ARTICLE XIX

WAGES

A. Wage Increases:

1. Effective January 1, 2008, the base salaries shall be increased by 3.5%.
2. Effective January 1, 2009, the base salaries shall be increased by 3.85%.
3. Effective January 1, 2010, the base salaries shall be increased by 3.9%.
4. Effective January 1, 2011, the base salaries shall be increased by 3.8%.

B. Salaries for employees hired prior to January 1, 1998:

<u>EMT</u>	<u>January 1</u>
2008	\$64,767
2009	\$67,261
2010	\$69,884
2011	\$72,539

<u>CHIEF EMT</u>	<u>January 1</u>
2008	\$73,770
2009	\$76,610
2010	\$79,598
2011	\$82,623

C. The 16 hours, from 40 to 56 hours in a workweek, at time and one-half is computed as time worked, independent of absence time, to arrive at the annual salary.

1. The hourly rate is to be computed by dividing a week's pay by 64.

INCREMENTS

A. All employees shall be eligible for step increases annually, provided they have received not less than a satisfactory rating the previous year.

B. All employees hired prior to July 1st, in any given year shall be eligible to receive the appropriate increment. All employees hired from July 1st through December 31st shall not be eligible for an increment until the second January 1st that they have been in the employ of the City. All other increments shall be payable on January 1st of any given year.

ARTICLE XX
EDUCATION AND TRAINING

A. The City shall pay for tuition and books for all courses required by N.J.D.O.H. for E.M.T. recertification and for M.I.C.P. recertification, or for other courses that are determined to be “job essential” by the Fire Chief.

B. The courses shall be authorized in advance by the Fire Chief, and the employee shall be compensated for the pre-approved costs after successful completion of the course(s).

C. Effective January 1, 2008, an emergency medical technician, who is or becomes certified as an FF1, shall receive a stipend of \$1,425 on December 1st, pro-rated in the initial year of certification, and annually thereafter of each succeeding year he/she remains certified. Effective January 1, 2009, this stipend becomes \$1,450. Effective January 1, 2010, this stipend becomes \$1,475. Effective January 1, 2011, this stipend becomes \$1,500.

D. Effective January 1, 2008, an emergency medical technician, who is or

becomes certified as an MICU, shall receive a stipend of \$1,425 on December 1st, pro-rated in the initial year of certification, and annually thereafter of each succeeding year he/she remains certified. Effective January 1, 2009, this stipend becomes \$1,450. Effective January 1, 2010, this stipend becomes \$1,475. Effective January 1, 2011, this stipend becomes \$1,500.

E. Effective January 1, 2008, an emergency medical technician, who is or becomes certified as an EMT instructor, shall receive a stipend of \$1,425 on December 1st, pro-rated in the initial year of certification, and annually thereafter of each succeeding year he/she remains certified. Effective January 1, 2009, this stipend becomes \$1,450. Effective January 1, 2010, this stipend becomes \$1,475. Effective January 1, 2011, this stipend becomes \$1,500.

F. Effective January 1, 2006, the FF1, MICU and EMT-Instructor stipends will be included in base salary. These stipends will not be included into base salary for the purpose of calculating longevity.

ARTICLE XXI

MUTUAL COOPERATION PLEDGE

A. The Union hereby agrees that during the term of this Agreement it will not authorize a strike or illegal job action against the City.

B. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have under the

law.

ARTICLE XXII

SEVERABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law, or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIII

COMMENDATION

The City recognizes the duties performed by the members within the Fire Department. The Fire Chief may recommend to the Mayor to recognize extraordinary acts through an appropriate award.

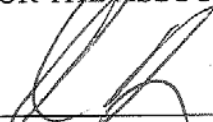
ARTICLE XIV
DURATION

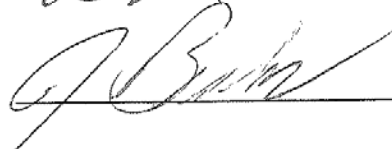
A. This Agreement shall be in full force and effect as of January 1, 2008 and shall remain in effect to and including December 31, 2011, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than 150 days, no later than 120 days prior to the expiration of this Agreement, or a desire to change, modify or terminate this Agreement.

B. During the term of this agreement, the issue of the status of this bargaining unit, when there is only one remaining member, will be addressed.


C. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Ocean City on this 23rd day of January, 2009.


FOR THE ASSOCIATION:





FOR THE CITY:





MEMORANDUM OF UNDERSTANDING

The following sidebar provisions are deemed to be in the best interest of the parties and shall remain in effect as part of the original contract.

Terminal Leave Sidebar Agreement

A. Association members Jacob Brooks, Carl Brown and Winston Roberts selected the option of the following Terminal Leave payment formula in lieu of the matching deferred compensation provision:

1. If a member retires without using all of his/her sick leave, she/he shall be compensated for the remaining days using the following criteria:

<u>Days Needed</u>	<u>Compensation</u>
150	\$17,000
151	\$100 per day

However, if a member retires with fewer than 150 sick days, they will be paid at the rate of \$100/day for those remaining sick days.

2. If a member dies prior to retirement, and the member would have been eligible to retire, his/her estate is entitled to a Terminal Leave payment upon providing undisputed legal right to inherit, and subject to the limitations above.

Vacation Sidebar Agreement

Annual vacations for members hired before January 1, 1998 are as follows:

- From the beginning of the 16th calendar year until the end of the 20th calendar year - 15 working days.
- From the beginning of the 21st year until the date of retirement - 17 working days.

Longevity Sidebar Agreement

Jacob Brooks, Carl Brown, and Winston Roberts shall receive longevity pay, which shall be computed in the following manner:

7 - 9 years of service	2%
10 - 14 years of service	5%
15 - 19 years of service	8%
20 - 23 years of service	10%
24+ years of service	12%


Members hired from January 1st through June 30th shall receive their longevity retroactive to January 1st of the year hired. Members hired from July 1st through December 31st shall receive their longevity retroactive to July 1st of the year hired and payable on the first payday in July. The Association will provide a list of eligibles to the Payroll Division for verification by November of each year for the succeeding year.

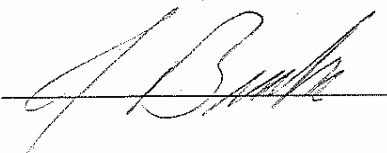
Accrued Holiday & Compensatory Time Sidebar Agreement

The following amounts are owed and payable upon retirement or termination:

Jacob Brooks - 220 hours	\$5,154.60
Carl Brown - 168 hours	\$3,240.72
Winston Roberts - 248 hours	\$4,783.92

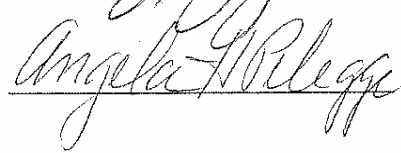
FOR THE ASSOCIATION:





FOR THE CITY:





Date: April 17, 2002

ADDENDUM “A”

POLICY FOR HANDLING REQUESTS FOR ACCOMMODATIONS

Light Duty vs. Accommodating Restrictions

The City of Ocean City has no Light Duty Policy. Requests to accommodate medical restrictions, both temporary and indefinite (formerly called permanent) will be handled on an individual basis, in accordance with the Americans with Disabilities Act (ADA) and the New Jersey Law Against Discrimination (NJLAD). This policy for handling requests for accommodating medical restrictions will be managed by the Personnel Division.

The Personnel Director will ensure that the appropriate Department Head or designee, the employee making the request, and the employee’s bargaining unit (if the employee is represented and if the employee chooses to involve the bargaining unit) are involved in this process. If the employee does not want to involve their bargaining unit, the Personnel Director will inform the employee of the obligation to inform the bargaining unit, and the Personnel Director will contact the Union President by telephone.

When A Request For An Accommodation Is Received

When an employee makes a request for an accommodation:

1. The request must be substantiated by a note from the personal physician.
2. The request must be sent to the Department Head, who then sends a copy to the Personnel Director.
3. If the doctor’s note does not list the restrictions, and/or Personnel determines that more information is required about the restrictions, Personnel will either call or write to the employee’s personal physician. A copy of the employee’s job description may accompany any such communication with the employee’s personal physician.
4. Personnel will also request a projected length of time for the restrictions.
5. Once Personnel has sufficient information on the restrictions, they will schedule a meeting with the employee and their union representative, if the employee is represented and if the employee chooses to have union representation present.

Meeting With The Employee

The purpose for this meeting is to ask the employee how they want to be accommodated. Personnel will take notes and will communicate that they will respond to the employee after they have met with management. How the employee wants to be accommodated will be taken into consideration when making a decision on how to handle this request. The employee will be offered union representation in this meeting (if the employee is represented by a bargaining unit).

Meeting With Department/Division Management

Once complete information is assembled on the nature of the medical restriction(s), the projected length of time the employee needs to be accommodated, and how the employee would like to be accommodated, Personnel will schedule a meeting with the employee's management. Personnel will ask if the department/division has work or a work assignment that can accommodate the employee's medical restrictions. The law does not require that a job be created to provide such an accommodation, and the City of Ocean City does not want to create jobs for such purpose.

Personnel will also communicate with the other Department/Division Heads to ask if they have any work or a work assignment for which the employee is qualified that would accommodate the employee's medical restriction(s).

If There Is No Accommodation

If there is no work or no work assignment that is available to accommodate the employee's medical restriction(s), the employee will stay out (paid leave first, then unpaid) until their personal physician releases them back to work with no restrictions.

During this period of time, when the employee is out because their restrictions cannot be accommodated, Personnel will:

1. Send them postings for open positions for which they are qualified, if the restrictions are indefinite (or permanent).
2. Call or write to them if they become aware of work or a work assignment for which they are qualified and which would accommodate their medical restrictions, if the restrictions are temporary.

If There Is An Accommodation

If the division/department within which the employee works has work or a work assignment that can accommodate the employee's medical restrictions, and for which the employee is qualified, the employee will return to work on that basis. The employee is obligated to see their personal physician for re-evaluation prior to the conclusion of the period of time that their physician projected that their restrictions(s) would be in effect.

If There Is An Accommodation But In A Different Bargaining Unit

If work or a work assignment exists for which the employee is qualified and would accommodate their restriction(s), but it is governed by a different collective bargaining agreement from that covering the employee requesting the accommodation, the Personnel Director will schedule a meeting with representatives of both bargaining units. The purpose of this meeting is to begin to negotiate an agreement that will be satisfactory to both bargaining units, to management, and to the employee.

Ensuring That The Accommodation Is Within The Employee's Restrictions

If there is any questions as to whether the work, that is about to be assigned in order to provide the accommodation, is permissible within the employee's medical restrictions, the work assignment can be sent to the employee's personal physician and/or to a City Physician for approval.

Special Situations

Employees assigned to the Police Department must fulfill the employment requirement of a background check and investigation. Therefore, an employee, for whom work in the Police Department is being considered as an accommodation, must first fulfill this security requirement.

The Pregnancy Disability Act is part of Title VII and provides that women, who are unable to work as a result of pregnancy, will be treated as any employee with a temporary disability and will not face employment discrimination.

October 2005 revision

ADDENDUM “B”

6.24 **DONATED LEAVE POLICY**

Purpose: To provide a mechanism for permanent City employees to voluntarily donate a portion of their earned sick time to other permanent City employees who have exhausted their own earned sick and vacation time, and who are suffering from a non-occupational, catastrophic health condition or injury which necessitates the employee’s prolonged absence from work.

Policy: The following detailed specifications comprise the City of Ocean City’s Donated Leave Policy, which is in compliance with NJSA 4A:6-1.22.

Eligibility:

Recipient

A permanent City employee shall be eligible to receive donated sick time from other permanent City employees if the requesting employee meets all of the following criteria:

1. Must be suffering from a non-occupational catastrophic health condition or injury, or the employee is required to provide care for a member of their immediate family who is suffering from a catastrophic health condition or injury, either of which necessitates the employee’s prolonged absence from work and for which the employee has no availability of paid leave.

Catastrophic health condition or injury is defined as follows:

With respect to an employee, a catastrophic health condition or injury is a life-threatening condition or a combination of conditions, or a period of disability required by his or her mental or physical health, or the health of the employee’s fetus, and requiring the care of a physician who provides medical verification of the need for the employee’s prolonged absence from work, which is a minimum of 30 sick days.

With respect to an employee’s immediate family member, a catastrophic health condition or injury is a life-threatening condition, or a combination of conditions, or a period of disability required by the family member’s mental or physical health, and requiring the care of a physician who provides medical verification of the need for the family member’s care by the employee for a prolonged period of time.

2. Must produce acceptable medical verification from a physician or other health

care provider. The medical verification must indicate the nature, severity, and the anticipated duration of the disability resulting from the catastrophic health condition or injury.

3. Must have completed a minimum of one year of continuous City employment.
4. Must have exhausted all accrued paid leave time, including compensatory, personal, sick and vacation.
5. Must receive a minimum of five (5) donated leave days from one or more donors in order to participate in the program.
6. In the two-year period preceding the employee's need for the donated leave, the recipient has not been disciplined for chronic or excessive absenteeism, chronic or excessive lateness, or abuse of sick leave.
7. Must use a minimum of 20 days of their own sick time, paid or unpaid, before the donated sick time can become effective.

Donor

In order to be eligible to donate sick time to another employee, the donor must meet the following:

1. Only whole sick days may be donated.
2. Donor must have remaining a minimum of 20 days of accrued sick leave, after the donation is made.
3. Must not have solicited or accepted anything of value for the donation.

Procedure:

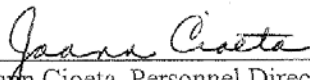
1. Any permanent employee who meets the criteria may request participation in this program. The employee should contact the Director of Personnel and Labor Relations at extension 9363, Third Floor of City Hall. A supervisor, a manager or a department head may also initiate this process on behalf of the employee.
2. Once a request is submitted, Personnel will require medical documentation concerning the nature, the severity and the anticipated duration of the medical condition necessitating the prolonged absence from work.

3. Once a recipient is approved for the program, a representative from the Personnel Division will, with the consent of the recipient, post on employee bulletin boards, inter-City electronic mail, and any other appropriate means of communication, the name of the recipient. If the employee is unable to consent, a family member may consent on behalf of the employee. The Personnel Division will also provide notice to all of the union presidents who have accepted this policy through collective bargaining.
4. Eligible permanent employees may donate only whole sick days, up to a maximum of 10 days to any one recipient.
5. The donor and the recipient (or a family member, if the recipient is unable to do so) must complete the required forms.
6. City employees are prohibited from intimidating, threatening or coercing, or attempting to threaten or coerce another employee for the purpose of interfering with rights involving donating, receiving, or using donated leave time. Such prohibited acts shall include, but not be limited to, promising to confer or conferring a benefit (such as an appointment, promotion or compensation), making a threat to engage in, or engaging in an act of retaliation against an employee. Any employee, who engages in such prohibited conduct, shall be subject to disciplinary action.
7. The donor's sick time will be reduced by the number of whole days being donated. Once the sick time has been donated, it may not be revoked by the donor.
8. The recipient's sick time will be credited with the donated sick time indicating the identity of the donor. The recipient may receive whole days from more than one donor, up to a maximum of 180 total donated days from all sources. Records will be maintained in the Personnel Division, indicating the donor's name and the number of sick days donated.
9. Should the recipient return to work, or otherwise terminate the leave with donated sick time remaining, that time will be returned to the donor(s) on a prorated basis in whole days.
10. While using donated sick time, the recipient will continue to accrue sick time and shall be entitled to retain such accrued time upon return to work.
11. Upon retirement, the recipient shall not be granted supplemental compensation on retirement for any unused sick days which were received through the donated leave program.
12. If a leave donor is not in the same department as the leave recipient, appropriate arrangements will be made by the Personnel Division to verify donor eligibility and to adjust the leave records.

The Director of Personnel and Labor Relations has been designated as the administrator of this program, and any questions regarding it should be directed to the Personnel Division.

Approval of Policy Number 6.24 – Donated Leave Policy for the City of Ocean City


Richard W. Deaney, Business Administrator


Joann Cioeta, Personnel Director

10-30-03
Date