

MEMORANDUM OF AGREEMENT
BETWEEN BOROUGH OF WILDWOOD CREST
AND
WILDWOOD CREST RESCUE CAREER EMPLOYEES
IAFF LOCAL 4434

Successor Negotiations for Current Agreement Expiring on 12/31/18

This Memorandum of Agreement (MOA) is made between the captioned parties pursuant to collective bargaining negotiations for the purpose of reaching a successor Collective Bargaining Agreement (CBA) to replace the current contract that expires on December 31, 2018.

The parties are attempting to reach an agreement for successor terms and conditions of employment. The respective negotiating teams for the parties agree to present a tentative agreement to their respective constituents for ratification. This document, confirms the tentative terms and conditions for a successor contract is subject to the approval and ratification of both parties.

NOW, THEREFORE, the Borough and IAFF agree that the following changes shall be made in the existing contract and unless otherwise set forth herein, the parties assert that all other terms and provisions in the expired collective bargaining agreement shall remain in full force and effect.

1. Term:
January 1, 2019 through December 31, 2022
2. Make all appropriate and necessary numeric and alphabetic contractual changes.
3. **ARTICLE III - AGENCY SHOP - REMOVE**
 - A. ~~The Borough agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative in the event the dues section of this agreement is properly activated. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.~~
 - B. ~~The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eight five percent (85%) of the regular membership dues, fees, and assessments.~~

4. ARTICLE V - WORK SCHEDULES – REVISE AS FOLLOWS

- A. 1. Effective June 11, 2016, the Emergency Medical Technicians will work a twelve (12) hour shift schedule, which shall be rotating and will normally result in an employee being scheduled to work forty-eight (48) hours in one week and thirty-six (36) hours the next week. The shifts shall be from 8:00 a.m. until 8:00 p.m. and from 8:00 p.m. until 8:00 a.m., **unless mutually agreed to by both parties.**
~~Emergency Medical Technicians work 24 hour shift work; i.e. work one 24 hour period, off one 24 hour period, on one 24 hour period, off one 24 hour period, on one 24 hour period and then off four consecutive 24 hour periods. The cycle is then repeated for the balance of the year, with total time worked in a calendar year equaling 2912 hours.~~
2. ~~All employees shall receive one (1) hour for lunch as well as one (1) additional hour off for dinner during each 24 hour shift. All employees shall receive two fifteen (15) minute breaks between the start of the shift and the end of the shift.~~
All time off which is expended for meals and break time shall be spent within a three (3) mile radius of the Wildwood Crest Rescue Squad Building.
3. Work schedules shall not be determined by any requirement or demand by employee due to any outside employment.
~~Effective June 11, 2016, the Emergency Medical Technicians will work a twelve (12) hour shift schedule, which shall be rotating and will normally result in an employee being scheduled to work forty-eight (48) hours in one week and thirty-six (36) hours the next week. The shifts shall be from 8:00 a.m. until 8:00 p.m. and from 8:00 p.m. until 8:00 a.m.~~
- B. The regular starting time for work shifts shall not be changed without reasonable notice to the affected employees and without first having discussed the need for such change with the Union at least two (2) weeks prior to the proposed date of implementation.
- C. ~~The Borough reserves the right to change the work schedule set forth in paragraph A above and to establish new work hours and work days per week. The Borough shall provide thirty (30) days' notice to the Union prior to changing the work schedule and agrees to negotiate the impact of schedule changes with the Union prior to implementing the schedule change. In the event the work schedule is changed, all accrued benefit time including but not limited to vacation, personal and sick shall be given at a rate proportional to 56-hour work week employees. In addition, any benefit time provided for in the contract including but not limited to vacation, personal, sick and funeral leave shall be provided at a rate proportional to 56-hour workweek employees. For example, in the event the Borough adopts a 12-hour work schedule, the conversion rate shall be 0.75. In the event the Borough adopts an 8-hour work schedule, the conversion rate shall be 0.7143.~~

- C. Staffing Levels/Assignment of Personnel. The Borough reserves the right to set staffing levels and assign personnel to shifts in the manner it deems to be most efficient and in the best interest of the Borough, which shall include, but not be limited to, the ability of the Borough to reassign an employee from one shift to another.
- D. New Hires/Flexible Schedules. Employees hired by the Borough who constitute employee numbers 9 through 11 of the Department shall be considered “floater(s)” and shall not be assigned to a set schedule but instead shall have a flexible schedule, which shall be determined at the discretion of the Borough. The intention is to utilize these positions to increase staffing levels during times of need and to have the “floater(s)” fill in for vacant shifts. A “vacant shift” means a shift that needs to be filled due to the employee who normally works the shift being absent for any reason. The Borough will notify the floater of their schedule two (2) weeks in advance. In the event of an emergency, the Borough may alter the schedule of the floater after their schedule has been received from the Borough.
- F. Shift Swaps. The parties agree that EMT’s may “swap shifts” with one another but only under the following conditions:
1. A request for a swap must be made, in writing, and shall be subject to the approval of the Director of Public Safety, or his designee **and an employee shall be limited to only two (2) swaps per quarter.**
 2. The swap must not result in overtime for any employee involved in the swap.
 3. The shifts swapped must be within the same workweek (Saturday to Friday) and must be accurately reflected on weekly time records.
 4. The shifts swapped may not result in one employee working back to back shifts (24 straight hours) if the US Department of Labor advises the Borough and the IAFF that this will create any additional obligations on the part of the Borough or run afoul of any DOL Regulations.
 5. In the event the Borough, in its discretion, determines that shift swapping is causing a public safety concern, the Director of Public Safety reserves the right to discontinue the practice of permitting “shift swaps”.
- F. Time Clock/Reporting Time Worked
- a. Employees shall be required to clock in and out of each shift. This shall be required even if an employee works back to back shifts due to a shift swap. In the event an employee is unable to clock in or out (i.e., due to malfunction of time clock or the need to respond to a call) the employee shall, as soon as possible, notify his or her supervisor of the reason for the inability to clock in or out and shall inform his or her supervisor of the correct time that should **be reflected for the employee’s time record on the Manual Clock In-Clock-Out Form..**

- b. They are aware that Borough will require the department to submit actual time EMT's records that reflect the time that the employees actually worked. All employees understand that they are responsible for accurately reporting time actually worked.
- c. Failure to adhere to proper clock in/clock out procedures without just cause (i.e., malfunction of the equipment or the need to respond to a call, etc.) shall subject the employee to discipline.

5. ARTICLE VI - OVERTIME

- A. Overtime shall be paid for all hours actually worked in excess of forty (40) hours in a workweek, which shall consist of a seven (7) day period from Saturday to Friday. Only time actually worked shall be factored in with overtime calculations. For the purposes of this Article only, therefore, time charged off for any accumulated or earned time, including but not limited to, vacations, holidays, sick leave, compensatory time, bereavement leave, etc., shall not count toward the overtime threshold.

All overtime shall be paid at one and one half the employee's regular hourly rate of pay, which shall be set forth under Article VIII – Rates of Pay.

- B. At the **mutual** option of the Borough **and the employee**, compensatory time may be granted in lieu of payment for overtime worked provided an understanding is reached between the Department Head and affected employee(s) on the date the overtime work is scheduled as to how overtime will be applied. No employee, however, shall be permitted to have more than **96 eighty-four (84) hours** of accrued compensatory time and, on this basis, must receive overtime pay when this threshold is reached. **At the end of the calendar year, the Borough will pay at an undetermined payroll date in December, for all accumulated time earned and not used during the year except, for compensatory time earned and not used during the last quarter of the calendar year. Accumulated time earned and not used may be carried forward into the following year but, said time must be used by the last day of March or said time shall be forfeited.**
- C. In so far as practicable, overtime shall be distributed as equally as possible within the same classification. Overtime will be rotated with the more senior employee being given the opportunity of working overtime, provided the employee has the ability to perform the work required.
- D. Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed.
- E. When an oncoming shift is manned with less than the two EMT's required to meet the minimum staffing level, the personnel from the outgoing shift are required to provide the manpower to meet the minimum staffing level. The hold over personnel should remain working until other personnel can be brought in. Wildwood Crest

will make every effort to bring in replacement personnel, but until they arrive, EMT's from the outgoing shift will be required to cover the shift. The hold over personnel will be chosen by asking for volunteers. If no one volunteers, the person with the least seniority will be required to cover the vacancy. The hold over personnel will remain working until replaced.

6. ARTICLE VIII - RATES OF PAY

- A. **Effective every January 1st for the term of this Agreement the 2018 annual hourly rate will be increased by two percent (2.0%) each year of the contract term.**
- B. **Entry level wage for any new hire after January 1, 2019 shall be \$14.00 per hour.**
- C. **Any employee hired prior to January 1, 2019 and earned an hourly rate that was less than the 2019 hourly rate, shall have their 2019 hourly rate based on \$14.00 per hour times two percent (2.0%) and thereafter, this rate will be increase by two percent (2.0%) each year of the contract term.**

7. ARTICLE IX – HOLIDAYS AND PERSONAL TIME

A. Holidays.

In recognition of the fact that employees are essential employees and required to work on holidays during which business operations of the Borough are otherwise closed, the Borough shall provide a straight time payment equal to 117 hours, or the appropriate pro-rata share, at the employee's regular rate of pay; said payment shall be in the form of a stipend and will be paid ~~the last pay~~ in December each year. No additional compensation shall be paid for working holidays.

B. Personal Leave.

An employee shall be eligible for **twenty-four (24)** ~~thirty-three and three-quarter (33.75)~~ hours of personal time which shall be earned on a prorated basis. Personal time shall be used by an employee for personal reasons. Full time new employees beginning employment after January 1st of their first calendar year of employment with the Borough shall earn two ~~and eight-tenths (2.08)~~ hours for each full month of employment.

Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with **twenty-four (24)** ~~thirty-three and three-quarter (33.75)~~ hours of personal time. An employee who leaves Borough employment before the end of a calendar year shall have his or her Personal time pro-rated based upon time earned. An employee shall reimburse the Borough for paid personal leave time used in excess of his or her pro-rated entitlement.

Personal leave time not used in the year earned shall be forfeited. An employee must give ~~48 hours~~ **two (2) hours** prior notice for time requested off, ~~except in the case of an emergency where no advance notice is required.~~ An employee's request for personal leave time shall not be ~~unreasonably~~ denied **except in a case of a declared emergency that use**

of personal leave time shall not cause the Borough to incur overtime due to a reduction in staffing levels. Personal leave shall not accrue after the last day of employment, nor shall it accrue during a leave of absence without pay or during a suspension without pay. No payment shall be made for unused personal leave time upon termination, resignation or retirement.

8. ARTICLE X - VACATIONS

A. Employees covered by this contract shall be entitled to the following annual vacation with pay:

1. In the initial year of hire, an employee shall earn:
ten (10) 8.4375 hours of vacation for each month of service in the initial year of service.
2. **Starting the second year of service** and through five (5) years of service, ~~one hundred one and one quarter (101.25) hours~~ **one hundred twenty (120) hours.**
3. Commencing the sixth (6th) year and through nine (9) years of service, one hundred ~~thirty-two~~ ~~twenty-six~~ **(132)** hours vacation.
4. Commencing the tenth (10th) year of service and through twenty (20) years of service, one-hundred sixty-eight (168) hours of vacation.
5. Commencing the twenty-first (21st) year of service and each year thereafter, two hundred ~~ten~~ **sixteen (216)** hours of vacation.

~~6. Employees hired prior to July 1st of any year shall receive one (1) full year credit toward vacation entitlements in the year of hire. Employees hired on or after July 1st of any year shall receive no credit for vacation entitlements for the balance of said year.~~

B. Vacations shall be chosen by seniority, and shall be taken from Labor Day to June 15th, excluding Memorial Day weekend. Memorial Day weekend runs from 4:00 p.m. Friday to 11:59 p.m. Monday. An employee shall not be recalled from his/her vacation leave except in cases of dire emergency. All vacations must be approved by the **Supervisor Chief of Police** and/or his designee or Borough designee.

C. Vacations are to be taken in the year in which they are earned. Vacation not taken in a given year because of business demands shall accumulate and be granted during the next succeeding year only.

9. ARTICLE XI - SICK LEAVE

A. Sick Leave for purposes herein is defined to mean absence of any employee from duty because of personal illness or injury which prevents his/her doing the usual duties of his/her position, exposure to contagious disease, or short period of emergency attendance upon a member of his/her immediate family (as defined) who is critically ill and requires the presence of the employee.

B. Immediate family is defined as spouse, children, step-children, brother, sister, parents, step-parents, parent-in-law, brother-in-law, sister-in-law, and grandparents and grandchildren of employee or spouse **or as required by State law.**

C. Employees shall be entitled to the following sick leave with pay:

1. In the initial year of hire, an employee shall earn **ten (10) 8.4375** hours of sick leave for each month of service in the initial year of service.

2. **Starting the second year of service** and through retirement one hundred twenty-six (126) hours of sick leave.

3. If an employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year and he/she shall be entitled to such accumulated sick leave with pay when needed.

D. If any employee is absent for two (2) **or more** consecutively assigned shifts, notwithstanding the fact that an off day would occur in between, for reasons set forth in the above rule, the employee must submit a doctor's verification of illness or injury. If an employee is attending to an immediate family member, including civil union partner, a doctor's verification of that individual is required.

1. After an employee has utilized one hundred twenty-six (126) hours in any calendar year, the employee must submit a doctor's verification for all sick leave absences for each and every illness 2. Prior to the return to work, the Borough may require an employee to be examined by a physician designated by the Borough to verify fitness to return to normal duties or injury thereafter regardless of duration.

An employee will not be permitted to return to work until the verification is received.

~~E. Any unused sick leave shall be paid to the employee upon retirement after fifteen (15) years of service, at a maximum of \$15,000.00 in accordance with the provisions of Chapter 46 of the revised code of the Borough of Wildwood Crest. For employees hired on or after January 1, 2015, the maximum retirement payout for accumulated sick leave shall be \$7,500, in accordance with the provisions of Chapter 46 of the revised Code of the Borough of Wildwood Crest. Employees who are terminated from their employment as a result of disciplinary action shall not be entitled to a payout for accumulated sick leave. Sick leave shall not accumulate after an employee has resigned.~~

E. Sick Leave Buy Back Policy

1. **Effective January 1, 2020, each eligible employee has the option to cash in sick leave annually from his or her current years' allotment and/or accumulated sick leave pursuant to the schedule below. To be eligible for such cash in, an employee must comply with the annual utilization schedule and terms set forth below and must have accrued and maintain at least Five Hundred (500) accumulated sick hours.**

2. **The exchange rate of hours for cash-in eligibility is as follows:**

<u>Utilized Annually</u>	<u>Eligible for Cash In</u>	<u>Removed from Bank</u>
24 or less hours	60 hours	add'l 36 hours
25 up to and including 36 hours	36 hours	add'l 36 hours
37 up to and including 60 hours	24 hours	add'l 36 hours
Over 60 hours	not eligible	N/A

3. Any employee who uses over twenty-four (24) hours of sick leave in a calendar year shall remain eligible for the cash-in option pursuant to the above schedule, if the use of sick leave is required for;
 - a. an extended (which shall be three or more consecutive weeks) injury or illness supported by proper physician certificate(s) as determined by the Employer,
 - b. maternity leave (including husband),
 - c. leave under the Family Medical Leave Act.

4. Requests for sick leave cash-in are to be submitted on a form established by the Employer and no later than the first Monday in November of each year.

F. Sick Leave Cash-In Policy at Retirement

During an employee's last year of employment prior to retirement pursuant to the Public Employees Retirement System, the employee will be permitted to cash-in up to one hundred twenty-six (126) hours at ninety (90.0%) of the employee's current annual wage provided,

1. The employee submits an irrevocable notification of retirement in writing to the Employer
2. The employee does not use more than thirty-six (36) hours of sick leave during the final year of employment, except as set forth under Section E(3) in this Article.

H. Sick Leave Cash-In Policy at Disability Retirement:

Should an employee need to leave employment due to a disability retirement (ordinary or accidental) as defined by the Public Employees Retirement System (PERS), the employee will be permitted to cash-in up to one hundred twenty-six (126) hours of accumulated leave time at fifty (50.0%) percent of the employee's annual

wage. The Borough agrees to make every reasonable attempt to pay the employee as close to their disability retirement date as economically possible but, no later than six (6) months after their disability retirement date. It is understood that all other sick leave accumulated by the employee will be surrendered without consideration.

10. ARTICLE XII - BEREAVEMENT LEAVE

A. The employer agrees to grant an employee a funeral leave with full pay when the death occurs in the employee's immediate family.

B. The employee's immediate family, under this Article only, is considered to include: ~~spouse, children, step children, brother, sister, parents, step parents, parent-in-law, brother-in-law, sister-in-law, grandparents, grandchildren.~~ **spouse, civil union partner, child, mother, father, brother, sister, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent and stepchild.** **Part-time, seasonal and temporary employees are not eligible for bereavement leave pay.**

C. Funeral leave with pay shall be provided for up to ~~25.3125~~ **thirty-six (36)** hours, and may commence from the date of death but shall not extend beyond the day following the funeral and/or burial.

11. ARTICLE XIII - JURY DUTY

A. **An employee required to render jury service shall be entitled to be absent from work during that service and will be paid the difference between any payment received for jury duty and the employee's regular salary. Employees are required to report back to their assignment if release from service prior to the conclusion of the regular work shift. In addition, employees are required to provide proof of attendance for jury duty.**

~~An employee required to render jury service shall be entitled to be absent from work during that service and will be paid the difference between any payment received for jury duty and the employee's regular salary.~~

~~B. — An employee who is excused from jury service on any work day shall report to work for the remaining shift. Employees are required to provide proof of attendance for jury duty.~~

12. 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 contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Department Head.

C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application, or violation of policies, agreements and administrative decisions affecting them as contained in this bargaining unit.

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

STEP ONE:

The aggrieved or the Union shall institute action under the provisions hereof within ten (10) 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 difference between the aggrieved employee and the Department Head for the purpose of resolving the matter informally.

STEP TWO:

If no agreement can be reached orally within seven (7) working days of the initial discussion with the Department Head, the employee or the Union may present the grievance, in writing, within seven (7) working days thereafter to the appropriate commissioner or his designated representative. The written grievance at this time shall contain the relevant facts and the remedy requested by the grievant. The appropriate commissioner or his designated representative will answer the grievance, in writing, within fourteen (14) working days of receipt of the written grievance.

STEP THREE:

If the aggrieved employee is not satisfied with disposition of the grievance by the commissioner, the grievance may be submitted to a binding arbitration within thirty (30) days after the expiration of Step 2. **The parties shall share equally in the cost of the Arbitrator.**

13. ARTICLE XVIII - WORKER'S COMPENSATION

~~A. — When an employee is injured on duty, he/she shall receive Worker's Compensation due him/her at the required percentage established statutorily.~~

~~B. — Employees leaving the assigned work premises, for personal reasons, do so at their own risk from a Workers' Compensation standpoint as coverage is not provided.~~

~~C. — In the event that any employee is injured on the job, the employer shall pay such employee his day's wages for that day lost because of such injury. An employee who is injured on the job and is sent home or to the hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his regular shift of that day.~~

~~D. — An employee shall report an on-the-job injury immediately to his supervisor. An employee injured on the job will be required to report to a Borough Physician for the necessary~~

~~treatment. Only during an emergency may an employee be treated by a Physician other than those designated by the Borough.~~

A. Whenever an employee is incapacitated because of an occupation illness or injury as determined by a physician designated by the Borough or their workers' compensation administrator, as a result of, or arising from, his/her employment, he or she shall be provided by the Borough with the same benefits as provided pursuant to N.J.S.A. 34: 15-1, et. seq. (the Workmen's Compensation Act of New Jersey).

B. An employee is required to report to his or her supervisor any work accident or condition claimed to have caused disability upon occurrence or discovery, and is responsible for completing a written report on the matter within forty-eight (48) hours of occurrence/discovery. The report shall include a statement of when, where and how the injury or illness occurred, statements of witnesses and copies of all medical reports concerning the injury or illness. The employee is also required to report any work accident/injury to the Borough Worker's Compensation representative as well as the Borough's third party administrator.

C. The Borough may require the employee to be examined by a physician. Whenever the Borough-designated physician shall report in writing that the employee is fit for work, such leave shall terminate and such employee shall forth with report for work. Any employee on injury leave resulting from injury while on Borough work shall continue to accrue sick leave credits while he or she remains on payroll.

D. The Borough may, in its discretion and at its sole option, require or permit an employee who sustained a work related injury to perform "transitional" or "modified" duty if the Borough determines it is available.

1. If the employee agrees, said transitional or modified duty may be assigned to a different shift or schedule other than the employee normally works.

2. If an employee who has a non-work related injury requests "transitional" or "modified" duty, the employees' doctor shall provide a modified duty descriptive narrative detailing the range of physical activities the employee is capable of performing.

3. The employee shall be subject to periodic examinations by a physician of the Borough's choosing to determine the ability of the employee to continue in the "transitional" or "modified" duty. The physician shall also provide information with respect to the employee's ability to perform the essential functions of his or her permanent position.

4. The assignment to "transitional" or "modified" duty is not intended to create a permanent "transitional" or "modified" duty position, and under no circumstance will an employee remain in a "transitional" or "modified" duty position for more than one year.

5. In the event the employee is deemed to have reached a point of maximum medical improvement and will not be able to return to their permanent position, the Borough may, discontinue the assignment of the employee to the “transitional” or “modified” duty and may take action to remove the employee for inability to perform the essential functions of the position.

E. The Borough acknowledges that payments to employees under N.J.S.A 34:15-1, et seq. (the Worker’s Compensation Act of New Jersey) are both State and Federal tax-exempt.

1. The Borough agrees to permit the employee to exchange their accumulated sick leave hours in an amount to increase the employee’s net pay to the level they received prior to the on-job injury.

2. The Employer also acknowledges that they will continue to pay the employee’s pension obligations as if they were making their full wage.

3. The employee will continue to be covered under the health benefit plan established in this contract, but their contractual contribution towards health care during this period will be based on the amount they receive under the Worker’s Compensation Act. However, if the employee is working in a “transitional” or “modified” capacity their health benefit contribution will be based upon their regular pay.

14. ARTICLE XIX - GROUP INSURANCE AND PENSION

A. The Borough shall provide hospitalization insurance through the New Jersey State Health Benefits Plan, as it exists or as modified by the New Jersey State Health Benefit Plan, including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefit Plan, for all employees and eligible dependents covered by this Agreement. The Borough may provide any plan provided for under the State Health Benefits Plan. The Borough shall also provide a Co-Pay Prescription Plan for employees and eligible dependents through the New Jersey State Health Benefits Plan. The co-payment shall be determined by the New Jersey State Health Benefits Plan and may be subject to future changes to reflect the then applicable NJSHBP prescription co-pays.

1. Effective January 1, 2015, the Borough provides the NJSHBP Direct 15/25 Plan for employees and their eligible dependents. An employee may select coverage of another Plan offered by the NJSHBP and in the event the selected plan cost more than the Direct 15/25 Plan then the employee shall be responsible for paying the costs of the increased premium for the selected coverage. Payment shall be made by equal payroll deductions.

B. All employees shall pay a cost contribution for Health Insurance Plan coverages in accordance with P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June 28, 2011, or applicable law. Payments shall be made by the way of withholdings from each employee’s payroll checks. The City shall establish and adopt a Section 125 Plan so that said contribution would be ‘pre-tax’.

C. ~~Effective January 1, 2015, the Borough shall not provide the \$15,000 term life insurance policy for employees or retirees retiring after January 1, 2015.~~

C. Recognizing the extraordinary costs and annual increases associated with providing health insurance to Borough employees and their dependents, the Borough may, at its option, change any of the existing insurance plans or carriers or may self-insure **provided the plans are substantially similar.**

D. RETIREMENT: For employees hired prior to January 1, 2015, the Borough will pay health insurance premiums for a plan providing benefits as required in section A above for a Borough employee who has retired after twenty (25) years of service with the Borough, retired on a state disability pension or after retiring at age 62 or older with at least fifteen (15) years' service with the Borough.

1. However, no employee hired by the Borough on or after January 1, 2015 shall be eligible for health insurance coverage upon retirement.

2. **Effective January 1, 2019, Retirees and their eligible dependents shall receive the same coverage in effect for current employees, not the benefits in effect at the time of retirement.**

3.. Definition of Twenty-Five Years of Service with the Borough. Twenty-five years of service with the Borough shall mean that service of the employee, in any position within the Borough, shall count as years of service for the purposes of satisfying the twenty-five year requirement. For example, if an employee has served in another department in the Borough, such as public works, those years of service shall count toward the requirement that the employee have twenty-five years of service with the Borough.

4. Dependent's covered in retirement shall be specific to the individual covered at the time of retirement and an employee is prohibited from adding additional dependents after his/her retirement. For example, if a retiree retires with coverage for himself and his spouse and, subsequently, the spouse dies, the retiree will then only receive individual coverage, even if the retiree re-marries. In that event, the retiree shall not be permitted to add on his new spouse. In addition, any children so covered by a retiree as dependents shall not be able to be placed back on the insurance once removed and no new children may be added.

5. Effective January 1, 2019, any employee who retires and is eligible for post-retirement health benefits from the Borough of Wildwood Crest who, after retirement, secures employment with any local, State, county or federal government agency or entity, including but not limited to, law enforcement entities where, by virtue of the employment, New Jersey State Health Benefits Plan is offered, or who is otherwise eligible to receive health insurance coverage through their employment shall be required to accept coverage for health insurance through their current employer and shall cease to be covered by the Borough of Wildwood Crest.

6. Effective January 1, 2019, upon the employee becoming eligible for Medicare, or, in the event of his/her death prior to that event, upon the date which he/she would

have become eligible for Medicare, or, retirees and any spouses/dependents shall no longer be eligible for any Borough provided health benefits including, but not limited to, any Medicare “wrap around” pay or Medicare reimbursement or dental insurance. **Notwithstanding the above, the terms above have neither affect nor, consequence on those employees hired prior to January 1, 2015.**

~~Effective January 1, 2015, any employee who retires and is eligible for post-retirement health benefits from the Borough of Wildwood Crest who, after retirement, secures employment with any local, State, county or federal government agency or entity, including, but not limited to, law enforcement entities where, by virtue of their employment, New Jersey State Health Benefits Plan is offered, or who is otherwise eligible to receive health insurance coverage through their employment shall be required to accept coverage for health insurance through their current employer and shall cease to be covered by the Borough of Wildwood Crest.~~

~~All retirees shall pay a cost contribution in accordance with P.L. 2011, Chapter 78. The retiree shall receive the benefits in effect for current employees, not necessarily the benefits which were in effect at the time the employee retired.~~

~~Effective January 1, 2015, the Borough shall not pay for any post-retirement health benefits for any employees hired on or after January 1, 2015.~~

~~Upon becoming eligible for Medicare, retirees shall no longer be eligible for Borough provided health benefits.~~

15. ARTICLE XXI - SAFETY, HEALTH AND HUMAN RELATIONS

- A. The Employer shall at all times maintain safe and healthful working conditions.
- B. The Borough agrees to meet from time to time with the union, by mutual consent, to discuss agenzized safety, health and human and labor relations topics or issues.
- C. **Effective January 1, 2019, the Borough will pay the costs of the re-certification for Emergency Medical Technicians. However, any continued education for this purpose must be pre-approved by the Supervisor and the Business Administrator.**

16. ARTICLE XXIV - CLOTHING AND MAINTENANCE ALLOWANCES

- A. The Borough will provide **the initial clothing allotment** for Emergency Medical Technicians for their required on duty use; the precise components of which are as follows:

- **3 Class B Duty Uniform pants**
- **3 Class B Duty Summer Uniform Shirts**
- **3 Class B Duty Winter Uniform Shirts**
- **3 Class B Duty Shorts**
- **4 T-Shirts**
- **1 Class B Duty Belt**

- 1 Class B Duty Footwear
- 1 Winter Cap
- 1 Baseball Cap
- 1 Winter Coat
- 1 Pair Winter Gloves
- 1 Three-Season Coat
- ~~1 Set of Turn-out Gear~~

17. ARTICLE XXV - DISCIPLINARY ACTION

A. Discipline of an employee shall be imposed for good and just cause according to law.

B. The name of any employee who is notified of suspension or dismissal shall be transmitted to the Union immediately, but not later than forty-eight (48) hours after such notice.

C. It is the intention of the Borough to implement Discipline in a progressive manner pursuant to Title 4A. ~~Discipline shall normally be imposed in the following manner:~~

- ~~1. Oral Warning issued by the immediate supervisor of the employee.~~
- ~~2. Written Warning issued by the immediate supervisor to an employee.~~
- ~~3. Written Reprimand issued to an employee, the written reprimand shall be inserted in the employee's personnel folder.~~
- ~~4. Minor Disciplinary Action consists of a fine or suspension up to five (5) days.~~
- ~~5. Major Suspension consists of a fine or suspension over five (5) days after determination of Departmental Hearing.~~
- ~~6. Termination after determination of Departmental Hearing.~~

D. **It is recognized that any of the progressive steps listed above could be bypassed depending on the severity of the infraction. It is also recognized that the Borough can issue fines in accordance with N.J.A.C. 4A:2-2.4.**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

ATTEST:


 CLERK/DEPUTY CLERK

BOROUGH OF WILDWOOD CREST

BY 
 DON CABRERA, MAYOR

WILDWOOD CREST RESCUE CAREER
 EMPLOYEES, IAFF LOCAL 4434

ATTEST:


UNION REPRESENTATIVE

BY 
UNION PRESIDENT