

A G R E E M E N T

Between

**CITY OF MARGATE CITY
ATLANTIC COUNTY, NEW JERSEY**

And

**FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
LOCAL NO. 41**

JANUARY 1, 2018 Through DECEMBER 31, 2021

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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	AGREEMENT	4
ARTICLE I	PURPOSE	5
ARTICLE II	EMPLOYEE REPRESENTATIVE	6
ARTICLE III	GRIEVANCE PROCEDURE	7
ARTICLE IV	NON-DISCRIMINATION	11
ARTICLE V	BULLETIN BOARD	12
ARTICLE VI	MANAGEMENT RIGHTS	13
ARTICLE VII	STRIKES	16
ARTICLE VIII	HOLIDAYS	17
ARTICLE IX	VACATIONS	18
ARTICLE X	SICK LEAVE	20
ARTICLE XI	FUNERAL LEAVE	24
ARTICLE XII	INJURY LEAVE	25
ARTICLE XIII	CONDUCTING ASSOCIATION BUSINESS	28
ARTICLE XIV	LEAVES OF ABSENCE	29
ARTICLE XV	LIMITATIONS ON LEAVE	30
ARTICLE XVI	RETIREMENT	31
ARTICLE XVII	SALARIES	32
ARTICLE XVIII	FIREFIGHTER APPRENTICESHIP PROGRAM	35
ARTICLE XIX	WORK SCHEDULES AND OVERTIME	37
ARTICLE XX	LONGEVITY	39
ARTICLE XXI	CLOTHING ALLOWANCE	41
ARTICLE XXII	COLLEGE ALLOWANCE	42

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5/17

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
ARTICLE XXIII	CONTINUING EDUCATION ALLOWANCE	44
ARTICLE XXIV	HOSPITALIZATION INSURANCE	46
ARTICLE XXV	PROBATIONARY PERIOD	51
ARTICLE XXVI	CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT	52
ARTICLE XXVII	SAVINGS CLAUSE	53
ARTICLE XXVIII	FULLY BARGAINED AGREEMENT	54
ARTICLE XXIX	LABOR MANAGEMENT COMMITTEE	55
ARTICLE XXX	EMERGENCY MEDICAL TECHNICIAN	56
ARTICLE XXXI	DURATION OF AGREEMENT	57

AGREEMENT

THIS AGREEMENT, entered into this 17th day of December, 2015, by and between the **CITY OF MARGATE 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 NO. 41**, duly appointed representative of the Fire Department of the City of Margate City, hereinafter called the "Association," represents the complete and final understanding on all bargainable issues between the City and the Association.

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ARTICLE I

PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J. Rev. Stat. 34:13A-5.1, et seq.) of the State of New Jersey and all other applicable statutes to promote and ensure harmonious relations, cooperation, and understanding between the City and employees; to prescribe the rights and duties of the City and employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated to the best interests of the people of the City of Margate City.

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ARTICLE II

EMPLOYEE REPRESENTATIVE

A. **Majority Representative.** The City hereby recognizes the Association as the sole and exclusive negotiating agent and representative for all Fire Captains, Fire Lieutenants and Firefighters employed in the City of Margate City Fire Department, but excluding all other personnel employed in the City of Margate City Fire Department and all other City employees.

1. The title "Firefighter" or "Fire Officer" shall be defined to include the plural as well as the singular and to include males and females.

B. **Stewards.** The Association must notify the City of the names of the Stewards. No more than one (1) Steward and alternate are to be designated. The Steward of Local 41 is the Vice President of the Union. The alternate Steward is the President of the Union.

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 the Fire Chief or his designee.

C. 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 the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

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 alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions or employment controlled by statute or administrative regulations, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.

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 any step is waived by mutual consent.

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Step One. The aggrieved or the Association shall institute action under the provisions hereof within twenty (20) 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 the aggrieved employee and the Fire Chief for the purpose of resolving the matter informally. Failure to act within said twenty (20) 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) 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 Director of Public Safety or his representative within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Director of Public Safety or his representative shall respond in writing, or schedule a hearing, or both, to the grievance within ten (10) 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.

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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 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. Upon prior notice to and authorization of the Director 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 Margate City 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 to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, 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 for processing the grievance at any step in the grievance procedure.

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H. In the event the aggrieved elects to pursue remedies available through Civil Service, 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 thirty (30) calendar days after the decision rendered by the Director of Public Safety on the grievance. In the event the grievant pursues his remedies through Civil Service, 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.

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ARTICLE IV

NON-DISCRIMINATION

- A. The City and the Association agree that there shall be no discrimination against any Firefighter because of race, creed, color, religion, sex, national origin or political affiliation.
- B. The City and the Association agree that all Firefighters covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the City or the Association against any Firefighter because of the Firefighter's membership or non-membership or activity or non-activity in the Association.
- C. It is understood that where there is specific statutory or administrative redress to an allegation of discrimination as set forth in this Article, recourse shall be to that avenue and not to the grievance procedure set forth elsewhere in this Agreement.

ARTICLE V
BULLETIN BOARD

The Association shall have the use of the bulletin board located in the Fire Department Headquarters for the posting of notices relating to meetings, official business, activities and information of the Association only.

ARTICLE VI
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, 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 in 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 to require compliance by the employees is recognized.

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.

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

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

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

C. 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.

D. The City agrees that it will not establish new work rules or regulations or modify or amend existing work rules or regulations governing wages, hours, or working conditions without prior consultation with the Association.

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ARTICLE VII

STRIKES

The Association and employees assure and pledge to the City that their goals and purposes are such as to not permit strikes by employees, nor work stoppages, slowdowns, or any other such method which would interfere with service to the public or violate the Constitution and laws of the State of New Jersey; and the Association and employees will not permit such activities nor encourage other employees to initiate the same; and the Association and employees will not support anyone acting contrary to this provision.

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ARTICLE VIII

HOLIDAYS

- A. Effective January 1, 2003, all employees covered by this Agreement shall be compensated for eight (8) paid holidays, based on an 8.4 hour day, regardless of whether any part of the holiday is worked or not.
- B. Employees working any holiday will not receive any additional compensation.
- C. Payment for these holidays shall be in a lump sum payable with the last pay in November of each year.
- D. Holidays are earned throughout the year on a pro-rata basis based upon an Employee being employed by the City on the date(s) when the holiday occurs. Therefore, new Employees or terminating Employees shall not receive holiday pay unless the Employee is on the payroll on the date when the Holiday occurs.

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ARTICLE IX

VACATIONS

A. For all employees hired before January 1, 2013, the following vacation schedule shall be in effect:

Up to the end of the First (1st) Calendar Year.	One (1) working day for each month worked up to a maximum of eight (8)
Beginning the Second (2nd) year through the Sixth (6th) year of continuous service.	Sixteen (16) working days.
Beginning the Seventh (7th) year through the Tenth (10th) year of continuous service.	Twenty (20) working days.
Beginning the Eleventh (11th) year of continuous service.	Twenty-four (24) working days.

All vacations shall be assigned according to Departmental Policy.

B. All Captains shall be entitled to twenty-eight (28) actual working days paid vacation. All Lieutenants shall be entitled to twenty-six (26) actual working days paid vacation.

C. For all employees hired on or after January 1, 2013, the following vacation schedule shall be in effect:

Up to the end of First (1) calendar year	One (1) working day for each month worked up to a maximum eight (8) days
Beginning the Second (2) year through the Fourth (4) year of continuous service	Twelve (12) working days
Beginning the Fifth (5) year through Seventh (7) year of continuous service	Sixteen (16) working days
Beginning the Eighth (8) year through	Twenty (20) working days

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the Tenth (10) year of continuous service

Beginning the Eleventh (11) year of continuous service

Twenty four (24) working days

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

E. Any unused vacation resulting from the pressure of work, as determined by the Chief, may be carried forward into the next succeeding year only, and will be scheduled to be taken in the next succeeding year.

F. Any employee injured or ill prior to utilizing vacation leave shall have the option of changing such vacation leave to available sick leave for the days the employee is injured or ill.

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ARTICLE X

SICK LEAVE

A. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.

2. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position, exposure to contagious disease, a short period of necessary attendance upon a member of his/her immediate family seriously ill and requiring the care of such employee. For the purpose of these rules, "member of immediate family" is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother or relatives of the employee residing in employee's household.

B. Amount of Sick Leave.

1. One (1) working day of sick leave with pay for each month of service from the date of appointment up to and including the December 31st following such date of appointment, and fifteen (15) days sick leave with pay for each calendar year thereafter. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his/her credit from year-to-year. The employee shall be entitled to such accumulated sick leave with pay if and when needed. An employee who leaves employment for any reason during the calendar year shall reimburse the Employer for paid sick days used in excess of his/her pro-rated and accumulated entitlement.

2. Paid sick days shall not accrue during a leave of absence without pay or suspension.

3. Sick Leave Credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

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C. **Reporting of Absence of Sick Leave.**

1. If an employee is absent for reasons that entitle him/her to sick leave, the Fire Chief or his designated representative shall be notified no later than two (2) hours prior to the start of any scheduled p.m. work shift from which he/she is to be absent and no later than one (1) hour prior to the start of any scheduled a.m. work shift from which he/she is to be absent except in the case of an emergency.

a. Failure to so notify the Fire Chief or his designated representative may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

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

D. **Verification of Sick Leave.**

1. An employee who has been absent on sick leave for three (3) or more consecutive work days shall be required to submit acceptable medical evidence substantiating the illness.

a. An Employee who has been absent on sick leave for periods totaling more than fifteen (15) days in any twelve (12) month period consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the City and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of extended duration, the Employee must submit acceptable medical evidence after each thirty (30) days of the illness substantiating the illness and setting forth an estimated date of return to duty.

In cases where the Employee cares for a member of his/her immediate family who is seriously ill and requiring the care of such Employee, acceptable proof of the illness of the family member must be submitted substantiating the illness, if the Employee's absence for such purpose is for three (3) or more consecutive work days.

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b. The City may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. The Fire Chief may adopt such other sick leave verification procedures that are reasonable and which the City deems appropriate.

c. In case of leave of absence due to exposure to contagious disease, a certificate from the Board of Health of the employee's municipality of residence shall be required prior to the employee's return to work.

d. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing the essential functions of a Firefighter and that his/her return to work will not jeopardize the health or safety of the employee or other employees.

e. The city may require proof of illness of an employee who calls out sick on any of the designated compensated holidays. The designated compensated holidays shall be as follows: New Year's Day, Good Friday, Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

E. Sick Leave Bank

In the event an employee has exhausted all of his/her accumulated sick leave, he/she will be entitled to additional sick leave as provided for in the Sick Leave Bank Agreement signed by the parties on May 2, 2002.

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F. **Sick Leave Annual Sell Back**

Effective in 2018, 2019, 2020, and 2021, any employee having seventy-five (75) or more accumulated sick days at the end of a calendar year shall be allowed to sell back up to three (3), twelve (12) hour days at the end of each calendar year as long as he/she maintains at least seventy-five (75) sick days accumulated after such sell back.

Effective in 2018, 2019, 2020, and 2021, any employee having less than seventy-five (75) accumulated sick days at the end of a calendar year shall be allowed to sell back up to three (3), twelve (12) hour days at the end of each calendar year based on the number of sick day call outs for the specific year.

- a) An employee with zero (0) sick day call outs can sell back up to three (3) days.
- b) An employee with one (1) sick day call outs can sell back up to two (2) days.
- c) An employee with two (2) sick day call outs can sell back up to one (1) days.
- d) An employee with three (3) or more sick day call outs is ineligible to sell back days.

Such payment shall be computed at an employee's daily straight time rate of pay including longevity.

Notice of such intent shall be provided to the Fire Chief and the City no later than December 30th of each year of this contract. Payment by the City shall be made no later than January 31st of the immediate succeeding year. All Firefighters who choose to participate in this 'sell back' program in 2021 shall receive 'sell back' payment in the month of January 2022. However, this provision of the contract "sunssets" and shall be removed from the contract on December 31, 2021 and shall not carry forward into the next calendar year.

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ARTICLE XI
FUNERAL LEAVE

- A. In the event of death in the Firefighter's immediate family, the Firefighter shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed four (4) working days.
- B. The term "immediate family" shall include only father, mother, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child and foster child of an employee, and relatives residing in his/her household.
- C. In the event of death of an Aunt, Uncle, Niece, Nephew, or First Cousin of the employee or the employee's spouse, bereavement leave with pay shall be granted for the day of the funeral.
- D. Funeral leave may be extended beyond the four (4) working day period without pay at the sole discretion of the Fire Chief and Commissioner of Public Safety.
- E. The above shall not constitute sick leave and shall not be deducted from the Firefighter's annual sick leave.

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ARTICLE XII
INJURY LEAVE

A. The City shall provide Injury Leave consistent with NJSA 40A:14-16. If an employee is incapacitated and unable to work because of an injury sustained in the performance of his/her fire department duties, as evidenced by a Certificate of a City designated physician or other doctor acceptable to the City, he/she shall be granted in addition to his/her annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of three hundred sixty-five (365) calendar days or so much thereof as may be required, as evidenced by Certificate of a City designated or accepted physician, but not longer than a period of which worker's compensation payments are allowed.

If at the end of such three hundred sixty-five (365) day calendar period the employee is unable to return to duty, a Certificate from the City designated or accepted physician shall be presented, certifying to his/her fact, and the employee may elect, if he or she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that the combined payments and sick leave and allowance will approximate the employee's regular basic wage or salary payment.

During the period in which the full salary or wages of any employee on disability leave is paid by the City of Margate, any workers compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the City of Margate by the insurance carrier or the employee.

In cases where an injury causes leave of extended duration, the employee must submit acceptable medical evidence after each thirty (30) days of the disability leave substantiating the need for continued Injury Leave and setting forth an estimated date of return to duty.

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Whenever the City designated physician or physician acceptable to the City shall report in writing that the employee is fit for duty, such Injury Leave shall terminate and such employee shall forthwith report for duty.

Employees on job related disability leave and authorized to return from said leave on light duty are required to report same to the Fire Chief.

B. The disability, to be eligible for Injury Leave, must be due to an injury or illness resulting from the employment.

1. Injuries or illnesses which would not have occurred but for a specific work related accident or condition of employment are compensable.

2. Pre-existing illnesses, diseases and conditions aggravated by a work related accident or condition of employment are not compensable when such aggravation was reasonably foreseeable.

3. Illnesses which are generally not caused by a specific work related accident or condition of employment, are not compensable except when the claim is supported by medical documentation that clearly establishes the injury or illness is work related.

4. Progressive, degenerative or repetitive motion disorders, such as asbestosis or carpal tunnel syndrome, are compensable only when the claim is supported by medical documentation clearly establishing that the disorder would not have occurred but for the performance of specific work duties.

5. Psychological or psychiatric illness is not compensable, except when such illness can be traced to a specific work related accident or occurrence which traumatized the employee thereby causing the illness, and the claim is supported by medical documentation.

6. An injury or illness is not compensable when the appointing authority has established that the employee has been grossly negligent, including those injuries or illnesses arising from impairment due to alcohol or drug abuse.

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ARTICLE XIII

CONDUCTING ASSOCIATION BUSINESS

A. The City agrees to grant time off without loss of regular straight time pay to the Executive Delegate and President of the Association (or appointed alternates) for the purpose of attending the regularly scheduled meetings of the State Association, provided that at least seventy-two (72) hours written notice is given to the Fire Chief. The Association shall designate, at the beginning of each year, the Executive Delegate and President. It is specifically understood that the Firefighters so designated under this Section shall not switch tours in order to receive pay for the purpose of attending said meetings under this Section; and it is also specifically understood that if any of such meetings occur on a non-scheduled period, the Firefighter shall receive no pay. It is provided further that the granting of such leave shall not interfere with the operation of the Fire Department of the City. The number of meetings for which time off without loss of regular straight time pay shall be granted shall not exceed one (1) per month.

B. During negotiations, the Association representatives so authorized by the Association, 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 the need arises.

C. The City agrees to grant time off for conventions pursuant to N.J.A.C. 4A:6-1.13.

ARTICLE XIV
LEAVES OF ABSENCE

A. **Jury Duty**

Time as necessary to perform Jury Duty, if required to do so, shall be granted. An employee on Jury Duty shall be relieved of working his/her shift on that day and not required to work another shift or day in lieu of that shift or day. An employee serving on Jury Duty shall receive their full salary in addition to any Jury Duty pay for the time served.

B. **Other Leaves**

Leaves of absence with or without pay may be granted by the Governing Body for good cause.

C. **Maternity/Child Rearing Leave**

1. Disability related to pregnancy shall be treated as any other physical disability.

2. Unpaid Leave of absence for disability and/or child rearing/adoption leave shall be granted

pursuant to the Federal Family Leave Act and/or the New Jersey Family Leave Act.

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ARTICLE XV

LIMITATIONS ON LEAVE

No leave of absence or combination of leaves of absence for any cause whatsoever, including sick leave, injury leave, funeral leave, etc., shall exceed one (1) year, except as provided in Article XII. In the case of continuous absence from duty of any Firefighter, for any cause whatsoever, of more than one (1) year duration, such Firefighter so absent shall be automatically retired from the Department on the first anniversary date from the date such absence began, except if the leave period is extended pursuant to Article XII, Section A.

ARTICLE XVI

RETIREMENT AND TERMINAL LEAVE

A. 1. Upon a Firefighter's retirement, death, or honorable termination of employment after having served at least five (5) full years, said employee shall be compensated for his/her accumulated sick leave in accordance with the following schedule:

0-100 days of accumulated sick leave - \$150/day;

101-200 days of accumulated sick leave - \$175/day.

201-300 days accumulated sick leave - \$200/day

2. Any eligible firefighter with an excess of 300 available sick days upon said termination of employment can donate remaining days to the Sick Leave Bank referred to herein in ARTICLE X, Section E.

3. Any employee who is separated from the City for cause arising from any disciplinary action shall not be entitled to compensation for accumulated sick leave. Other yearly benefits upon retirement, death, resignation or honorable termination after the fifth year of employment shall be paid on a pro-rata basis based upon the number of months the employee has worked during that calendar year. If an employee terminates his/her employment and is not in good standing in accordance with Civil Service regulations, then no benefits will be paid.

B. All Civil Service requirements pursuant to 4:1-16-12 shall be complied with.

C. **TERMINAL LEAVE:** Effective January 1, 2018, and terminating on July 1, 2018, a terminal leave agreement between Margate City and FMBA Local 41 will be in effect. The terms of this agreement are as follows:

1. Any member with twenty-five (25) years or more of service is eligible.
2. Employee must retire in the prescribed six (6) month time period.
3. Notification shall be made to the Fire Chief sixty (60) days prior to retirement.
4. The employee shall be compensated for his/her accumulated sick leave using the employee's hourly rate of pay at the time of retirement.
5. One sick day is equal to the employee's hourly rate of pay times twelve (12) for a daily rate of pay.
6. The daily rate of pay shall be multiplied by the number of sick days the employee has accumulated with a maximum payout of \$80,000.00.
7. At the discretion of the employer, employees may at retirement receive their accumulated sick leave payment in one lump sum or spread payment into yearly installments of up to four (4) years.
8. All of a participating employee's accumulated 2018 sick days will be pro-rated.

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ARTICLE XVII

SALARIES

All salaries shall be increased as follows:

Effective January 1, 2018	3%
Effective January 1, 2019	3%
Effective January 1, 2020	2.5%
Effective January 1, 2021	2.5%

A. The annual base salary of employees in this unit who were hired prior to January 1, 2013 shall be as follows:

Year	2018	2019	2020	2021
Captain	\$114,990.00	\$118,440.00	\$121,401.00	\$124,436.00
Lieutenant	\$105,496.00	\$108,661.00	\$111,378.00	\$114,162.00
5 year FF	\$96,785.00	\$99,689.00	\$102,181.00	\$104,736.00

B. The annual base salary of employees in the unit who were hired on or after January 1, 2013 shall be as follows:

Year	2018	2019	2020	2021
Captain	\$114,990.00	\$118,440.00	\$121,401.00	\$124,436.00
Lieutenant	\$105,496.00	\$108,661.00	\$111,378.00	\$114,162.00
10 year FF	\$96,785.00	\$99,689.00	\$102,181.00	\$104,736.00
9th year FF	\$90,069.00	\$92,771.00	\$95,090.00	\$97,476.00
8th year FF	\$84,439.00	\$86,972.00	\$89,146.00	\$91,375.00
7th year FF	\$78,810.00	\$81,174.00	\$83,203.00	\$85,283.00
6th year FF	\$73,182.00	\$75,377.00	\$77,261.00	\$79,193.00
5th year FF	\$67,553.00	\$69,580.00	\$71,320.00	\$73,103.00
4th year FF	\$61,922.00	\$63,780.00	\$65,375.00	\$67,009.00
3rd year FF	\$56,293.00	\$57,982.00	\$59,432.00	\$60,918.00
2nd year FF	\$50,664.00	\$52,184.00	\$53,489.00	\$54,826.00
1st year FF	\$45,035.00	\$46,386.00	\$47,546.00	\$48,735.00

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C. The annual base salary of employees in the unit who were hired on or after January 1, 2018 shall be as follows:

Year	2018	2019	2020	2021
Captain	\$114,990.00	\$118,440.00	\$121,401.00	\$124,436.00
Lieutenant	\$105,496.00	\$108,661.00	\$111,378.00	\$114,162.00
15 year FF	\$96,785.00	\$99,689.00	\$102,181.00	\$104,736.00
14 Year FF	\$93,070.00	\$95,862.00	\$98,259.00	\$100,715.00
13 year FF	\$89,375.00	\$92,056.00	\$94,357.00	\$96,716.00
12 year FF	\$85,680.00	\$88,250.00	\$90,456.00	\$92,717.00
11 Year FF	\$81,985.00	\$84,445.00	\$86,556.00	\$88,720.00
10 year FF	\$78,290.00	\$80,639.00	\$82,655.00	\$84,721.00
9 th year FF	\$74,595.00	\$76,832.00	\$78,753.00	\$80,722.00
8 th year FF	\$70,900.00	\$73,027.00	\$74,853.00	\$76,724.00
7 th year FF	\$67,205.00	\$69,221.00	\$70,952.00	\$72,726.00
6 th year FF	\$63,510.00	\$65,415.00	\$67,050.00	\$68,726.00
5 th year FF	\$59,815.00	\$61,609.00	\$63,149.00	\$64,728.00
4 th year FF	\$56,120.00	\$57,804.00	\$59,249.00	\$60,730.00
3 rd year FF	\$52,425.00	\$53,998.00	\$55,348.00	\$56,732.00
2 nd year FF	\$48,730.00	\$50,192.00	\$51,447.00	\$52,733.00
1 st year FF	\$45,035.00	\$46,386.00	\$47,546.00	\$48,735.00

D. Rank Differentials (Lieutenants and Captains)

Salary differentials between the ranks shall be as follows:

2018- 9%

2019- 9%

2020- 9%

2021- 9%

E. Salary step increases shall be implemented the January 1st of the year in which the employee will move.

F. Salaries set forth above shall be paid bi-weekly.

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G. Upon the written request of the employee, there will be a payroll deduction for the Jersey Shore Federal Credit Union.

H. The above base salaries shall be adjusted to include longevity pay if applicable for overtime calculation and for pension purposes.

I. Out of Title Pay

- a. When a temporary vacancy occurs in the rank of Lieutenant, the Firefighter assigned to that vacancy shall be assigned as the Acting Lieutenant.
 - i. This will be anytime a Captain is off on Vacation and the Lieutenant is assigned as the shift Officer at Station 1.
 - ii. Anytime a Lieutenant is on Vacation.
 - iii. Or anytime a Captain or Lieutenant is Off on Sick or Injury Leave.
- b. Personnel assigned as the Acting Lieutenant must be on a current NJ Civil Service Commission active promotional list for Fire Lieutenant.
- c. If multiple personnel assigned to one shift are on an active promotional list, personnel will be assigned to this position based on Seniority and rotated through personnel on a fair and equitable basis.
- d. When a temporary vacancy occurs in the rank of Lieutenant, the person assigned to said vacancy shall be compensated, in addition to his/her normal compensation, an additional rate of \$ 25.00 per scheduled on-duty 10 hour work day shift or 14 hour work night shift.
- e. Qualifications
 - i. Any person assigned to fill this vacancy must have a minimum, State of New Jersey Incident Management Level I Certification. Proof of certification must be provided to the Chief's Office.
 - ii. Any person interested in this assignment and meets the required criteria must notify the Chief's Office in writing of their interest in fulfilling these duties when needed.
- f. There shall always be a minimum of (1) Captain or (1) Lieutenant assigned to Station 1 as the shift commander. At no point in time will this acting position be utilized as a replacement to the regular assigned officer at Station 1. Exception: Any time an Officer is assigned to a shift as a permanent Acting Lieutenant on a daily basis or any prolonged period of time.

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ARTICLE XVIII

FIREFIGHTER APPRENTICESHIP PROGRAM

The MCFD Apprenticeship Program is a comprehensive curriculum of training for all incoming Firefighters hired by the City of Margate. It will consist of classroom and practical in the field training with testing at the completion of each of the first 3 years of employment. An apprentice employee will not receive their scheduled pay increase to 2nd, 3rd, or 4th year pay until they pass the testing process for the preceding year.

The testing cycle will be as follows:

Apprentice Firefighter Year 1: Testing will be administered 1 month prior to the anniversary date of hiring. If an apprentice employee fails the test, they will be retested 3 months from the original test date. During this time the Shift Officer will re-train the employee in their areas of deficiency. Note: An employee will not receive their pay increase to 2nd year pay until they pass the testing process.

Apprentice Firefighter Year 2: Testing will be administered 1 month prior to the anniversary of the completion of the 2nd year of employment. If an apprentice employee fails the test, they will be retested 3 months from the original test date. During this time the Shift Officer will re-train the employee in their areas of deficiency. Note: An employee will not receive their pay increase to 3rd year pay until they pass the testing process.

Apprentice Firefighter Year 3: Testing will be administered 1 month prior to the anniversary of the completion of the 3rd year of employment. If an apprentice employee fails the test, they will be retested in 3 months from the original test date. During this time the Shift Officer will re-train the employee in their

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areas of deficiency. Note: An employee will not receive their pay increase to 4th year pay until they pass the testing process.

Note: On any step, an employee will not receive their pay increase until they pass the testing process.

This will continue if the employee fails multiple times and the employee will be re-trained until they are able to competently pass the testing process. Date of pay raise will change with completion of the testing process. Example: If an apprentice fails their test, they will be retested in 3 months. If the apprentice then passes the test, the apprentice's date for receiving their pay increase is from the date of passing the testing process.

Training: The apprentice employee will be trained on a continuous basis throughout each year on all topics to be covered during the testing process. Each Shift Officer will be given appropriate training materials and guidelines to cover all required written and practical evolutions.

The training curriculum and testing procedures will be overseen and administered by the Deputy Fire Chief/Training Officer and approved by the Fire Chief.

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ARTICLE XIX

WORK SCHEDULES & OVERTIME

A. 1. All like personnel shall work a forty-two (42) hour work week averaged over an eight (8) week cycle, according to the following schedule:

Two 10-hour days, followed by 24 hours off, followed by two 14-hour nights, followed by 96 hours off, on a continuing basis.

2. The inclusion of the work schedule in this Agreement specifically does not serve to waive any right on the part of the City to modify the schedule as an exercise of its managerial rights based on operational needs.

B. Overtime shall be defined as any time worked in excess of an employee's assigned shift.

C. Employees shall be paid one and one-half times their straight time hourly rate of pay, including longevity, computed on the basis of forty-two (42) hours per week for all overtime worked. Overtime accumulated in less than fifteen (15) minute segments of time shall be compensated once a month. Larger segments of time shall be paid no later than on the pay day for that pay which immediately follows the pay period in which the overtime occurred. Employees will keep written track of their overtime on time sheets which are to be approved by their supervisor.

D. In case of call back for a general alarm or for cover-up duty or other emergency, employees shall receive a minimum of three (3) hours pay at the rate specified in Section C above, provided said hours are overtime hours as defined in Section B.

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E. In the event an employee shall work overtime in excess of three (3) hours or that same is required at any given instance, the employee shall receive hour-for-hour for said overtime at the rate specified in Section C of this Article.

F. The Fire Chief shall attempt to distribute overtime on a fair and equitable basis.

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ARTICLE XX

LONGEVITY

A. Each employee hired prior to January 1, 2013 and listed in Article XVII shall be paid, in addition to and together with his/her annual base salary, additional compensation based upon the length of his/her service in the Margate City Fire Department as fixed and determined by the following schedule:

<u>Years of Service</u>	<u>Longevity Payment</u>
Upon Completion of:	
5 years	2.5%
10 years	4.5%
15 years	6.5%
20 years	8.5%
23 years or more	13%

B. Each employee hired on or after January 1, 2013 and listed in Article XVII shall be paid, in addition to and together with his/her base salary, additional compensation based upon the length of his/her service in the Margate City Fire Department as fixed and determined by the following schedule:

<u>Years of Service</u>	<u>Longevity Payment</u>
Upon completion of:	
10 years	4%
15 years	6%
20 years	8%
23 years or more	12.5 %

C. The aforesaid longevity payments shall be paid in equal bi-weekly installments at the same time as the base pay.

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- D. Said additional percentage of salaries shall be computed from the anniversary date of hiring.

- E. Longevity increases shall be implemented the January 1st of the year in which the employee will move.

- F. Each employee hired on or after January 1, 2018 and listed in Article XVII shall not be entitled to any longevity increases.

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ARTICLE XXI

CLOTHING ALLOWANCE

- A. The City agrees to provide all bargaining unit members with an annual clothing maintenance allowance of Three Hundred and Fifty (\$350) Dollars in 2016, 2017.

- B. The City agrees to distribute the above clothing maintenance allowance on the last pay period in November.

- C. Employees shall maintain their uniforms in clean and good conditions. Failure to do so may be cause for appropriate disciplinary action.

- D. Clothing allowance is earned on a pro-rata basis throughout the calendar year.

ARTICLE XXII

COLLEGE ALLOWANCE

A. The City and the Association agree that the amount and quality of an employee's education often determine the value of his/her contribution to the community, and the degree of proficiency with which he/she performs his/her duties. In order to provide an incentive to encourage members of the Association to achieve the advantage of higher education, the City agrees that each employee who receives academic credits for part-time study in any institution of collegiate grade which offers a college curriculum leading to or creditable toward an undergraduate, baccalaureate, or associate degree, and which is accredited by the Board of Higher Education, shall receive a college allowance as hereinafter set forth. Each employee who has received credit for such academic courses, even if said courses were taken and completed while said employee was not a member of the Margate City Fire Department, shall be entitled to and paid a college allowance of Ten (\$10.00) Dollars per year for each academic credit hour so received. This college credit allowance of Ten (\$10.00) Dollars per credit hour received shall be cumulative, so that each employee shall be entitled to receive the college allowance per year for the total credits obtained by said employee, and said credit allowance shall continue so long as the employee is employed by the employer. The college allowance shall be paid on the last pay in November of each year. In addition to any other credits or payments set forth herein or hereunder, the City will pay to each Firefighter, upon the completion of a course, a reimbursement to him/her for the full cost of tuition and books for each course so completed.

B. Notwithstanding any of the provisions of Section A above, all applications for college allowance must be submitted in advance to the Fire Chief for his approval. The Fire Chief may refuse to pay a college allowance for any credits not verifiable by official transcripts from any institution of collegiate grade which offers a college curriculum leading to or creditable toward an undergraduate, baccalau-

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reate, or associate degree, and which is accredited by the Board of Higher Education. The maximum college credit allowance shall not exceed the total sum of Six Hundred Fifty (\$650.00) Dollars.

C. Commencing on January 1, 2016, the College Credit Allowance is applicable to all college credit hours earned whether or not said credits relate to a Margate Firefighter's employment.

D. Upon attainment of any Bachelor's Degree (BA or BS), an employee shall have his/her base salary adjusted to include an additional \$1,000.00 which shall be included for the computation of an employee's base salary and for computation of overtime rates and pension purposes.

ARTICLE XXIII

CONTINUING EDUCATION ALLOWANCE

- A. The City agrees that each employee who completes continuing education courses directly related to firefighting and EMT responsibilities from institutions offering fire and emergency medical service related courses, taken with the approval of the Fire Chief, are entitled to be paid an allowance of Ten (\$10.00) Dollars per year per credit hour, to be paid the last pay in November.
- B. For purposes of calculating credit hours, every eight (8) hours spent in a course will equal one (1) credit hour.
- C. Employees will be permitted to bank course hours until such hours reach the eight (8) hours necessary to earn one (1) credit hour. In addition, any employee who has taken an approved course between January 1, 1988 and January 1, 1990 is entitled to an allowance for such hours effective January 1, 1990.
- D. The City also agrees to continue its practice of paying the tuition for fire and emergency medical service related courses.
- E. Any mandated courses which are taken while on duty shall not earn CEU credits. CEU credits are earned for firefighting courses taken on off-duty times which have the prior approval of the City or for EMT courses which are not required for the EMT and EMT-D Certification. CEU credits are earned on a pro-rated basis for Firefighting and non-mandated EMT courses taken partially on off-duty time.

ARTICLE XXIV

HOSPITALIZATION INSURANCE

A. The City agrees to provide comprehensive medical and hospitalization insurance through the New Jersey State Health Benefits Plan, as it exists or as modified by the State Health Benefit Program (or any substantially similar health benefits plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefits Program, for all employees and eligible dependents covered by this agreement. The City will offer a selection of plans available under the New Jersey State Health Benefits Program. Except as provided by law, the City agrees to pay the full cost of the NJSHBP plan selected by the employee for employees and their eligible dependents.

B. The City further agrees that the continuance of coverage after retirement of any Employees shall be provided at such rates and under such conditions as shall be prescribed in the contract subject, however, to the requirements hereinafter set forth in this subsection. The contribution required of any retired Employee toward the cost of such coverage shall be paid by him/her directly to the insurance agent.

C. Retired Employees shall be required to pay for the entire cost of coverage for themselves and their dependents at rates which are deemed to be adequate to cover the benefits, as affected by Medicare, of such retired Employees and their dependents on the basis of the utilization of services which may be reasonably expected of such older age classifications, provided, however, that the total rate payable by such retired Employee for himself/herself and his/her dependents for coverage under the contract and for Part B of Medicare, shall not exceed by more than twenty-five (25%) percent the total amount that would have been required to have been paid by the Employee and his/her Employer for the coverage maintained had he/she continued in office or active employment and he/she and his/her dependents were not eligible for Medicare benefits. Nothing herein shall be construed as compelling and Employer to pay any portion

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of the premiums or charges attributable to such contracts.

D. The City agrees to provide a Co-Pay Prescription Plan for employees and dependents through the New Jersey State Health Benefits Plan. The co-payments 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.

E. The City agrees to provide Bargaining Unit Employees with a Five Thousand (\$5,000.00) life insurance policy.

F. The City agrees to provide Bargaining Unit Employees with a dental health plan.

G. The City agrees to provide Bargaining Unit Employees and their eligible dependents an Optical Plan through Horizon Eye Care.

H. Opt-Out Provision

1. The City agrees to establish in accordance with Section 125 of the Internal Revenue Code an opt-out provision for the purpose of allowing an employee otherwise entitled to health insurance coverage to voluntarily opt-out of such coverage in exchange for receiving from the City a cash payment in lieu of health insurance coverage. If an employee selects the cash option, it shall be included in the employee's gross income as compensation. If an employee selects the insurance coverage the value of such coverage is excluded from the employee's gross income as compensation. The terms of the opt-out provision shall be as follows:

a. An employee otherwise entitled to health insurance coverage shall have the option to voluntarily not participate in the Medical & Prescription Plans and withdraw from any such coverage. The employee will still participate in the Dental and Optical Plans. The decision to exercise this option rests solely with the employee. In the event an employee elects to opt-out of the Medical and Prescription Plan coverage, the City shall pay to the employee 25% of the amount saved by the City because of the employee's waiver of

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coverage, or \$5,000, whichever is less, in accordance with P.L. 2010, Chapter 2.

- b. Employees that have elected to waive health coverage prior to P.L. 2010, Chapter 2 shall be compensated as follows:

Single Coverage	\$3,000.00
Parent/Child Coverage	\$4,000.00
Husband/Wife Coverage	\$5,000.00
Family Coverage	\$7,500.00

These payments to the employee are in lieu of the yearly premium costs for the Medical and Prescription Plans. Such cash payment shall be in the form of a stipend and shall be paid by separate checks in twelve (12) equal monthly installments in the calendar year in which the non-participation occurs.

- c. In order for an employee to be eligible to elect the cash option for the medical and prescription insurance plans as stated above, an employee must provide documentation to the City that they are covered under an alternative health insurance plan.
- d. All withdrawals shall be for a full year (January 1 through December 31). Written notification of an employee's intent to elect the withdrawal option must be filed with the City during the normal enrollment period. Employees may either re-elect the option of withdrawal during each enrollment period or elect to re-enroll in the insurance plans offered by the City. Prior to each re-enrollment period, the City's insurance carrier and/or representative shall hold a meeting with employees considering to elect to withdraw from the City's insurance plan(s) and shall apprise them of any and all benefits and/or risks involved should the employee elect such waiver.

2. Notwithstanding the above, an employee who has a change in status (e.g. termination of employment, death, separation, divorce, etc.) which causes the employee to lose his/her alternate health insurance coverage shall be entitled to re-enroll in the health plans during the year provided the employee supplies the City with notice of the change of status within sixty (60) days of the event causing such change. The City's obligation to pay the cash option shall be prorated for the employee subject to a change in status. If the City's health plans do not accept the employee, the City will find a comparable plan and pay the premium up to the current amount paid for employees in the City's plan. Additional costs above the current cost incurred will be the responsibility of the employee. The employee will be re-enrolled in the City's plan at the first permissible date.

3. Return to the medical and prescription plans for reasons other than a change in status is subject to the terms of the carrier.

I. Flexible Spending Account

The City shall provide at no additional cost to the employee a Flexible Spending Account (FSA) in accordance with Section 125 of the Internal Revenue Code, allowing a maximum of \$2,500 for medical expenses and a maximum of \$5,000 for child/dependent care. The option of enrolling in the FSA shall be that of the employee.

J. Change in Plans and Providers

The City may, at its option, change any of the existing insurance plans or carriers providing such benefits so long as the benefits which are provided to the employees and their eligible dependents are the same or equivalent to the coverages and benefits as were being provided on December 31, 2012. The City further reserves the right, at its option, to self-insure any of the plans or coverages so long as the benefits which

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are provided to the employees and their eligible dependents are the same or equivalent to the coverages and benefits as were being provided on December 31, 2012. Disagreements regarding coverage changes can go to the grievance process and to arbitration. The City will notify the Association at least thirty (30) days before any change is to happen. Selection of the carrier or carriers is a managerial prerogative not subject to the terms of this collective bargaining agreement. The FMBA shall be provided with copies of the Master Plan documents in both the current and proposed plan prior to the implementation of the proposed plan.

K. Cost Contribution

Employees shall be required to contribute to the costs of the Health Insurance Plan as may be mandated by law, including P.L. 2011, Chapter 78. Such payments shall be withheld in equal installments throughout the year from an employee's pay check. The City shall establish and adopt a Section 125 Plan so that said contributions would be "pre-tax".

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

A. All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the City's Charter and ordinances, and any present benefits which are enjoyed by employees covered by this Agreement, that have not been included in the contract, shall be continued.

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ARTICLE XXV**PROBATIONARY PERIOD**

New employees shall serve a probationary period of one (1) year. During said probationary period, they shall be paid as qualified first year employees. For the purpose of seniority and longevity, the original date of hire should be used.

ARTICLE XXVI**CONTINUATION OF BENEFITS NOT
COVERED BY THIS AGREEMENT**

All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the City's Charter, ordinances, Rules and Regulations of the Fire Department of the City, and any present benefits which are enjoyed by employees covered by this Agreement that have not been included in the contract shall be continued unless negotiated with the Association.

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ARTICLE XXVII**SAVINGS CLAUSE**

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 XXVIII**FULLY BARGAINED AGREEMENT**

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 or contemplation of either or both parties at the time they negotiated or signed this Agreement.

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ARTICLE XXIX**LABOR MANAGEMENT COMMITTEE**

The City and the Association agree that there shall be established a Labor Management Committee whose purpose is to increase the communication between the employees and the Commissioners of the City. The Committee will consist of three (3) members from the Association, the Director of Public Safety, and the Business Administrator of the City. The Committee shall meet periodically for the purpose of discussing matters of concern to both parties.

ARTICLE XXX

EMERGENCY MEDICAL TECHNICIAN

- A. All employees shall obtain and maintain EMT and EMT-D certifications. The parties agree to re-open negotiations if the City desires to require any certifications in addition to the EMT and EMT-D certifications.
- B. Employees hired on or after February 1, 2003, shall, as a condition of employment, possess an EMT and EMT-D certification.
- C. The City will compensate employees at the employee's regular rate of pay (straight pay rate) for necessary time spent outside of the employee's regularly scheduled work hours attending re-certification classes/training, unless such re-certification is required as the result of a lapse of certifications. In such event, there shall be no payment for hours spent for re-certification. In addition, employees whose certifications lapse, shall have two (2) opportunities to test for re-certifications up to a period of one (1) year from the date of lapse.
- D. Failure to obtain re-certifications as described in Paragraph C above shall result in termination of employment.
- E. Ambulance staffing shall remain as per the current practice, based on seniority. However, the Captain shall retain the discretion to ensure that the ambulance is appropriately staffed.

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ARTICLE XXXI

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2018 and shall remain in effect to and including December 31, 2021 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 (150) days nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Margate City, New Jersey, on the date first set forth above.

CITY OF MARGATE CITY

FIREMEN’S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 41

By: Michael Becker
Michael Becker
Mayor

By: Brian P. Duffey
Brian P. Duffey
President F.M.B.A. Local 41

By: Johanna Casey
Johanna Casey
City Clerk



