

AGREEMENT

BETWEEN:

Ocean City, City of

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

-and-

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
LOCAL 27

X

January 1, 1986 through December 31, 1987

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PREAMBLE

THIS AGREEMENT entered into this 10th day of April, 1986, by and between the CITY OF OCEAN CITY, in the County of Cape May, a municipal corporation of the State of New Jersey (hereinafter called "CITY"); and LOCAL 27 FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION (hereinafter called "ASSOCIATION"), is designed to maintain and improve a harmonious relationship between the CITY OF OCEAN CITY and the ASSOCIATION, and shall govern all rates of pay, wages, hours of work and other conditions of employment hereinafter set forth. This shall be through collective negotiations in order that more efficient and progressive public service may be rendered.

ARTICLE I

ASSOCIATION RECOGNITION

A. The CITY hereby recognizes the ASSOCIATION for the purposes of collective negotiations as the exclusive representative of the salaried uniformed members of the Fire Division of the CITY OF OCEAN CITY, excluding the Chief and all other employees of the CITY.

B. References in this agreement to "males" shall include "females" as well.

ARTICLE II

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 the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for employment, or assignment, and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the CITY, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States and ordinances of the CITY OF OCEAN CITY.

C. Nothing contained herein shall be construed to deprive or limit the CITY

1. The executive management and administrative control of the CITY government and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for employment, or assignment, and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the CITY, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States and ordinances of the CITY OF OCEAN CITY.

C. Nothing contained herein shall be construed to deny or restrict the CITY of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III

RULES & REGULATIONS

A. The CITY agrees that it will not establish new work rules or regulations or modify or amend existing 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.

ARTICLE IV

ASSOCIATION REPRESENTATIVES & MEMBERS

A. The executive delegate or president or his designee of the ASSOCIATION shall be granted leave from duty with full pay for all membership meetings of the State F.M.B.A. when such meetings take place at a time when such officer is scheduled to be on duty, provided that said delegate provides the Chief Officer of the Fire Division with twenty-four (24) hours written notice. Said delegate shall be permitted no more than six (6) days per year with pay for attendance at official functions of the State F.M.B.A., the purpose of same being to foster the purposes and intent of this Agreement and to improve all aspects of fire activities.

B. Upon prior request and authorization of the Fire Chief, or his designee, authorized representatives of the ASSOCIATION shall be permitted to visit the offices of the Administration for the purposes of investigating alleged violations of this Agreement. In no event shall there be any interference with the operation of the Fire Division.

C. During negotiations, the ASSOCIATION representatives so authorized by the ASSOCIATION, not to exceed three (3), 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.

D. The CITY agrees to grant time off for conventions, pursuant to N.J.S.A. 11:26C-4.

ARTICLE V

RETIREMENT

A. Employees shall retain all pension rights under New Jersey Law.

ARTICLE VI

EXTRA CONTRACT AGREEMENT

A. The CITY agrees not to enter into any other Agreement or Contract with bargaining unit members who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE VII

LEAVES OF ABSENCE

A. Leaves of Absence may be granted by the CITY Administration for emergency situations, or other valid reason.

B. All time off, of any nature, shall be appropriately charged and recorded, to the specific categories.

ARTICLE VIII

WORK WEEK

A. The work day shall consist of twenty-four (24) consecutive duty hours.

B. The normal work week shall consist of fifty-six (56) hours in a six (6) week cycle.

C. It is acknowledged that pursuant to Section 7(k) of the Fair Labor Standards Act (FLSA), the CITY may elect a work period of between 7 and 28 days. Such an election would not affect the work schedule or the pay period of the employees, and is made solely for the purpose of the calculations required by

overtime. This provision does not apply to vacations or leaves of absence.

2. When a temporary vacancy occurs due to vacations or leaves of absence, said vacancy shall be filled by an employee on a promotional list for the rank in which the vacancy occurs. If this is not possible, then the vacancy may be filled at the discretion of the Fire Chief by an employee in the Division.

F. All employees upon being personally notified of an emergency shall report to work within thirty (30) minutes if possible.

G. All employees shall notify the Fire Chief or Deputy Chief where they can be reached in case of an emergency.

H. All overtime pay shall be paid to the employee on his regular pay days.

I. It is acknowledged that the provisions of the Fair Labor Standards Act (FLSA) shall apply to the CITY on April 5, 1986 and that regulations are to be promulgated controlling the application of FLSA prior to that date. The CITY reserves the right to establish rules and regulations concerning the monitoring of and compensation for overtime in order to comply with such regulations and with FLSA generally.

J. It is acknowledged that pursuant to Section 7(k) of the Fair Labor Standards Act (FLSA), the CITY may elect a work period of between 7 and 28 days. Such an election would not affect the work schedule or the pay period of the employees, and is made solely for the purpose of the calculations required by FLSA. In the event of such an election, or any amendment thereto, the work schedule in force at that time shall continue, unaltered by said election. The CITY reserves the right to credit any overtime payments made pursuant to this agreement against any overtime obligation incurred under FLSA.

ARTICLE X

VACATIONS

A. Employees shall receive vacation, with pay, according to the following schedule:

<u>Length of Employment</u>	<u>Annual Vacation Leave</u>
0 - 1 year	one-half (1/2) working day per month
1 - 5 years	eight (8) working days per year
6 - 10 years	eleven (11) working days per year
11 - 15 years	thirteen (13) working days per year
16 - 20 years	fifteen (15) working days per year
21 and over	seventeen (17) working days per year.

B. If an employee becomes sufficiently ill so as to require in-patient hospitalization while on vacation, he shall be permitted to charge such period of illness to his sick leave schedule, at his option, if the employee has any sick leave to which such illness could be charged. This option shall also apply to any post-hospital recuperation period as may be required.

C. In order to charge any portion of an illness to sick leave under Section B, said employee must submit proof of hospitalization and a physician's certificate as to the need for post-hospital recuperation.

D. Vacation leave shall be taken during the calendar year in which vacation leave is earned unless the Chief determines and certifies that it cannot be taken because of pressure of work.

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. Employees shall not be recalled on their vacation days, except in emergencies. Employees shall not be excluded from voluntarily responding in such cases.

ARTICLE XI

HOLIDAY PAY

A. All employees shall receive holiday pay in lieu of holidays.

B. Employees shall receive one hundred and eighty (180) hours of holiday pay at straight time.

C. The hourly rate of holiday pay shall be computed by dividing the employee's weekly salary by fifty-six (56) hours.

D. One-half of the employee's holiday pay shall be paid in a lump sum on June 1, and the other one-half of the employee's holiday pay shall be paid in a lump sum on December 1.

ARTICLE XII

INJURY LEAVE

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

B. If a member is incapacitated and unable to work because of a job-related injury, he shall also be entitled to vacation leave on the following basis:

1. If a member is incapacitated and unable to work because of a job-related injury, for a period of up to one (1) year, he shall be entitled to full vacation. If said vacation cannot be rescheduled in that year, then that vacation will be carried over into the next year.
2. If a member is incapacitated and unable to work because of a job-related injury for a period of no less than six (6) months, nor more than twelve (12) months in any given calendar year, and his vacation leave or any portion thereof was scheduled during this period, he shall be given the opportunity to reschedule a prorated portion of his vacation leave during the remainder of that calendar year. If, because of pressures of work, he is unable to reschedule set portion of vacation leave, said vacation leave shall be accrued for the succeeding calendar year only.
3. If a member is incapacitated and unable to work because of a job-related injury, for a period in excess of twelve (12) months in any given calendar year, he shall not be entitled to any vacation leave for that year.

ARTICLE XIII

SICK LEAVE/TERMINAL LEAVE

SICK LEAVE

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

B. During the first year of employment only, Fire Fighters shall be entitled to and accrue one and one-quarter (1 1/4) calendar sick days per month. Thereafter, sick leave shall be added each year as of January 1 at the rate of fifteen (15) calendar days per year per Fire Fighter, and shall be accumulative. When utilized, sick leave shall be charged on a five (5) for seven (7) basis.

C. In the event an employee's illness caused his absence from work for a period greater than three (3) consecutive work days, or totaling more than ten (10) work days in any one (1) calendar year, a physician's certificate secured at the employee's expense shall be required by the CITY. As long as the CITY retains the services of a CITY doctor, an employee may secure said physician's certificate from the CITY doctor.

D. The CITY may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. It is understood that if a member abuses his sick leave, the Fire Chief in his discretion may require said employee to obtain proof of illness from the CITY doctor. An employee, at his own expense, may obtain proof of illness from a physician of his choosing. If the employee fails to obtain the required proof of illness, the Fire Chief in his discretion may order said employee back to duty, or may designate appropriate disciplinary action.

E. The ASSOCIATION further acknowledges that the CITY, through the Fire Chief or his designee, may adopt such sick leave verification policies from time to time to control sick leave abuses as it may determine necessary.

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

TERMINAL LEAVE COMPENSATION

A. If a member retires without having used all of his or her sick leave, he or she shall be entitled to receive a one-time lump sum terminal leave payment as hereinafter calculated.

B. Each member, upon retirement, is entitled to receive a terminal leave payment, subject to the maximum limitations set forth above equal to the number of accumulated, unused sick work days multiplied times the current straight rate for pay. To calculate the number of work days for which an employee is entitled to receive the terminal leave payment, the number of calendar accumulated sick leave days is multiplied times a multiplier of .4666. The resulting number is the number of workdays which the employee has accumulated for which he is entitled to receive terminal leave compensation.

C. 1. The maximum terminal leave pay for employees hired prior to January 1, 1985, shall be \$22,500; the maximum accumulated terminal leave work days for which a member shall be entitled to receive compensation is one hundred twenty (120) work days.

2. The maximum terminal leave pay for employees hired after January 1, 1985, shall be \$12,500.

D. For the severance benefit only, a day's pay is defined as follows:
Annual salary divided by 120 equals 1 day's pay.

E. If a Fire Fighter uses the accumulated terminal leave prior to active retirement, said Fire Fighter will not be entitled to additional terminal leave, holidays or vacation days for that period of time, nor shall the Fire Fighter be entitled to any increase in annual salary.

ARTICLE XIV

INSURANCE, HEALTH & WELFARE

A. The CITY shall provide a comprehensive health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees, office visits and all other benefits which are currently included in the health benefit program, at the date of this Agreement, for the member and his family.

B. The CITY shall continue to provide dental insurance for the individual member and family, at the level of benefits in effect at the date of this Agreement.

1. Through the life of this Contract, any increase in the dental insurance premium above the current premium shall be borne by the CITY.

C. The CITY shall continue to provide, at its cost a prescription drug plan (two (\$2.00) dollar co-pay) for the individual member and his family.

D. The CITY shall continue to provide a Ten Thousand (\$10,000.00) Dollar life insurance policy on the life of each member with the member to designate

the beneficiary thereof. Upon separation from service, the member, at his option and cost, may convert said life insurance policy on an individual basis.

E. The CITY shall provide the employee with legal aide as required by State statute.

F. An employee, upon retirement and at his own expense, shall be permitted to continue all of the insurances, as noted above, with the exception of the dental and prescription protections.

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

ARTICLE XV

EXCHANGE OF DAYS OFF

A. The Chief or his designee may grant a reasonable, timely written request of any employee to exchange hours or days off. Such request shall be granted on a uniform basis with standard rules and regulations applying to all employees who make this request. Under no circumstances will employees be permitted to exchange days off if such exchange would entitle either employee to receive overtime.

ARTICLE XVI

CLOTHING ALLOWANCE

A. The CITY shall provide a Four Hundred (\$400.00) Dollar clothing allowance given annually to members; Two Hundred (\$200.00) Dollars to be paid on May 15 and Two Hundred (\$200.00) Dollars to be paid on September 15. Effective January 1, 1987, the CITY shall provide a Four Hundred and Fifty (\$450.00) Dollar clothing allowance given annually to members; Two Hundred and Twenty-Five (\$225.00) Dollars to be paid on May 15 and Two Hundred and Twenty-Five (\$225.00) Dollars to be paid on September 15.

B. All uniforms and work clothes damaged in the line of duty shall be replaced by the CITY after inspection and certification by the Fire Chief.

C. All personal items that are damaged, destroyed or lost in the line of duty, which are not covered by insurance, shall be replaced by the CITY after inspection and certification by the Fire Chief. The CITY'S liability shall be limited to Three Hundred (\$300.00) Dollars.

D. In the event that the CITY originates any changes in the present uniform or work clothing or any part thereof, then the cost to each employee as a result of such change shall be borne by the CITY and shall not be considered part of any clothing allowance.

E. Properly fitting and serviceable gray work uniforms shall be worn to and from work as well as during working hours.

ARTICLE XVII

TIME OFF

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

1. Death in the immediate family, from the date of death to and including the day of the funeral, with a maximum of seven (7) calendar days in the event of travel. The amount of time off granted is to be determined by the Fire Chief.

2. Serious illness in the immediate family residing with the employee, or childbirth of the employee's spouse with a maximum of three (3) calendar days.
3. Immediate family shall consist of wife, husband, child, mother, father, brother, sister, step-mother, step-father, guardian, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild or spouse's grandparent.

B. No time off under this Article shall be accumulative.

ARTICLE XVIII

MILITARY LEAVE

A. Military leave shall be granted pursuant to State and Federal Statutes and Regulations.

ARTICLE XIX

GRIEVANCE PROCEDURES

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

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

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

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

Step 1. The aggrieved shall institute action under the provisions hereof within five (5) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

Step 2. If no agreement can be reached orally within five (5) calendar days of the initial discussion with this supervisor, the employee may present the grievance in writing within five (5) calendar days to the Fire Chief or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated and the remedy requested by the grievant. The Fire Chief or his designated representative will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance.

Step 3. If the ASSOCIATION wishes to appeal the decision of the Fire Chief, such appeal shall be presented in writing to the Business Administrator within ten (10) calendar days. This presentation shall include copies of all previous

correspondence relating to the matter in dispute.

The Administration's designated representative agrees to meet with the grievance committee upon request to resolve such grievance. The Administration's designated representative shall respond, in writing, to the grievance within twenty (20) calendar days after such meeting. If no such hearing is held, the Administration's designated representative's response shall be in writing, within thirty (30) calendar days after the date of submission.

Step 4. If the grievance is not settled through Steps 1, 2 and 3, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey PERC. The cost of the services of the arbitrator shall be borne equally by the CITY and the ASSOCIATION. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

E. (1) The parties direct the arbitrator to decide, as a preliminary question, whether 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. 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 shall not diminish the effectiveness of the designated representative's division or require the recall of off-duty employees, and further provided that permission is granted in advance by the Fire Chief or his designee.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed therefor, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the Grievance Procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

H. In the event the aggrieved elects to pursue remedies available through 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 Administration's designated representative 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.

ARTICLE XX

QUALIFICATIONS OF EMPLOYMENT

A. All standards presently in effect for entrance to the position of Fire Fighter shall be maintained at not less than the present standards, unless otherwise required by New Jersey or Federal Law.

B. The CITY agrees that it will not require ASSOCIATION members to perform on a regular basis, duties other than those ordinarily required of a Fire Fighter in the State of New Jersey, pursuant to job specifications, as developed by the New Jersey Department of Civil Service.

ARTICLE XXI

COMMENDATION

A. Two (2) days compensatory time off shall be granted to an employee who has received a commendation from the Mayor.

ARTICLE XXII

WAGES

A. Effective January 1, 1986, the salaries for all members shall be as follows:

<u>FIRE FIGHTER</u>	<u>AMOUNT</u>
1st year	\$15,807.00
2nd year	\$17,907.00
3rd year	\$20,732.00
4th year	\$21,976.00
5th year	\$23,956.00
6th year	\$28,542.00

(continued)

<u>CAPTAIN</u>	<u>AMOUNT</u>
1st year	\$29,561.00
2nd year	\$30,072.00
3rd year	\$31,092.00

<u>COMBUSTIBLE INSPECTOR *</u>	<u>AMOUNT</u>
1st year	\$31,856.00
2nd year	\$32,366.00
3rd year	\$32,875.00

<u>DEPUTY CHIEF</u>	<u>AMOUNT</u>
1st year	\$33,384.00
2nd year	\$34,149.00
3rd year	\$35,581.00

B. Effective January 1, 1987, the salaries for all members shall be as follows:

<u>FIRE FIGHTER</u>	<u>AMOUNT</u>
1st year	\$16,676.00
2nd year	\$18,892.00
3rd year	\$21,872.00
4th year	\$23,185.00
5th year	\$25,274.00
6th year	\$30,112.00

<u>CAPTAIN</u>	<u>AMOUNT</u>
1st year	\$31,187.00
2nd year	\$31,726.00
3rd year	\$32,802.00

<u>COMBUSTIBLE INSPECTOR *</u>	<u>AMOUNT</u>
1st year	\$33,608.00
2nd year	\$34,146.00
3rd year	\$34,683.00

<u>DEPUTY CHIEF</u>	<u>AMOUNT</u>
1st year	\$35,220.00
2nd year	\$36,027.00
3rd year	\$37,538.00

C. Increments will continue to be tied to merit. Merit shall be determined by a performance system established by the parties, in conformance with Civil Service Rules and Regulations. It is understood that in case this section is found to be illegal and in noncompliance with the New Jersey Department of Civil Service Rules and Regulations, on this matter, negotiations shall commence between the parties to the extent allowed by law to conform the contractual provisions herein, to the Civil Service Rules and Regulations.

* Attached to this Agreement as Addendum "A" are terms and conditions of employment which apply to Combustible Inspector Eisenhardt only. In the event the CITY should hire anyone else for the position of Combustible Inspector U.F.D., the CITY and the ASSOCIATION will negotiate over all terms and conditions of employment for such title.

ARTICLE XXIII

LONGEVITY

A. All members shall receive longevity pay which shall be computed at the rate of two (2%) percent of the member's base pay for every five (5) years of service with a maximum of twelve (12%) percent.

B. Effective July 1, 1986, all members shall receive longevity pay which shall be computed at the rate of two (2%) percent of the member's base pay for every four (4) years of service with a maximum of twelve (12%) percent.

C. All Fire Fighters appointed from January 1st through June 30th shall receive the longevity retroactive to January 1st of the year appointed. All members appointed from July 1st through December 31st shall receive their longevity pay which shall be computed from the January 1st next following the date of their appointment.

D. In the event that any or all of the following employees file their retirement papers prior to December 31, 1986, then in such event said employee's longevity pay under paragraph sub (b) will be calculated as effective January 1, 1986. Said employees are J. Fiorentino, J. Foglio, W. Green, F. Henry, A. Schmidt, and D. Franklin.

ARTICLE XXIV

PROBATIONARY PERIOD

A. 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, provided that employment is continuous in the Fire Division.

ARTICLE XXV

CIVIL SERVICE

A. The Fire Division shall attempt to maintain in effect current entrance and promotional lists through adopted Civil Service procedures.

B. For the purpose of seniority, an employee's previous standing on entrance or promotional lists shall constitute seniority over other employees hired or promoted at the same time.

XXVI

SCHOOLING

A. The CITY shall pay for full tuition including all books and credits for job related courses when authorized in advance and approved by the Fire Chief and the Personnel Director. However, each employee shall be compensated the cost after successful completion of the approved courses.

B. In addition to his salary, each member shall receive an additional Twenty-Five (\$25.00) Dollars per year for each job related college credit acquired. Upon entry into service on the Ocean City Fire Division, all college credits previously earned by members of this Division may be submitted for review to the Personnel Director to determine whether said credits qualify for payments under this section. No credits earned through any correspondence courses or in basic training qualify for payment under this section.

1. When a member earns a two-year degree in any Fire Science curriculum, he shall receive an increase in his salary of One Thousand Two Hundred (\$1,200.00) Dollars.

2. When a member earns a four-year degree in any Fire Science curriculum, he shall receive an increase in his salary of One Thousand Six Hundred (\$1,600.00) Dollars.

3. The maximum amount of compensation a member may receive for college credits when accumulative as set forth above, without having received a two-year or a four-year degree, would be Nine Hundred (\$900.00) Dollars.

C. All courses to be submitted for approval by a member must be turned in prior to January 15 and July 15 of each year for payment of said credits.

D. Credits eligible for payment under this section shall include all courses that are required to obtain a Fire Science degree at any college. The program and the courses required thereof shall be eligible for payment under this section, and this payment is to include full tuition, all books and credits.

E. Courses must be taken during an employee's off-duty hours. However, if a particular course is offered on a dual track system, and if an employee is scheduled as a swing officer and cannot take said course while off-duty, said employee may be permitted to take this course during on-duty time, at the sole discretion of the Fire Chief.

F. The monetary amount of payment acquired by a member through this section shall be paid to the member in equal amounts on the regular pay days of the Division, within a reasonable time after said courses have been submitted for approval.

G. Members shall submit a copy of an official transcript from their respective colleges to the Fire Chief and a F.M.B.A. representative in order to take advantage of this article.

H. All employees who are required by the Fire Chief to attend training courses on their own time shall receive compensation at the rate of time and one-half their regular hourly rate.

I. The CITY shall reimburse all members for meals, gasoline and tolls while attending job-related schools. The amount of reimbursement shall be Five (\$5.00) Dollars for lunch and Eight (\$8.00) Dollars for dinner.

J. In the event an employee is not able to use a CITY vehicle to attend a job-related school, he shall be compensated at the rate of Twenty-Two (22¢) Cents per mile and tolls.

K. Opportunity to attend schools shall not be arbitrarily, capriciously or discriminatorily denied.

L. When the Fire Chief receives notice of availability of job-related schools, the Fire Chief shall post a notice advising all employees of the availability for said schools and seminars.

ARTICLE XXVII

DUES DEDUCTIONS

A. The CITY agrees to deduct from the salaries of its employees, subject to this Agreement dues for the ASSOCIATION. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 52:14-15.9(e)), as amended. Said monies, together with records of any corrections shall be transmitted to the ASSOCIATION Treasurer within fifteen (15) working days from the payroll period ending date of each bi-weekly payroll period.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the ASSOCIATION shall furnish to the CITY written notice thirty (30) days prior to the effective date of such change and shall

furnish new authorizations from its members showing the authorized deduction for each employee.

C. The ASSOCIATION will provide the necessary "check-off authorization" form and the ASSOCIATION will secure the signatures of its members on the forms and deliver the signed forms to the CITY Treasurer. The ASSOCIATION shall indemnify, defend and save the CITY harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the CITY and reliance upon salary deduction authorization cards submitted by the ASSOCIATION to the CITY or in reliance upon the official notification on the letterhead of the ASSOCIATION and signed by the President and Secretary of the ASSOCIATION advising of such changed deduction.

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

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

F. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the union within thirty (30) days thereafter, and any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed with the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representa-

tion fee to the union by automatic payroll deduction. This representation fee shall be paid in an amount equal to eighty-five (85%) percent of the regular union membership dues, fees and assessments as certified to the employer by the union. The union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments. The union's entitlement to the representation fee shall continue beyond the termination date of this Agreement as long as the union remains the majority representative of the employees in the unit, provided that no modification is made in the provision by a successor agreement between the union and the employer.

XXVIII

MUTUAL COOPERATION PLEDGE

A. The ASSOCIATION hereby covenants and agrees that during the term of this Agreement, neither the ASSOCIATION nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duty of employment), work stoppage, slow-down, walkout or any other illegal job action against the CITY. The ASSOCIATION agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walkout or job action, it is covenanted and agreed that participation in any such activity by any F.M.B.A. member shall entitle the CITY to invoke any of the following alternatives:

1. Withdrawal of dues deduction privileges (if previously granted);
2. Such activity shall be deemed grounds for disciplinary action, up to and including termination of employment, of such employee or employees.

C. The ASSOCIATION agrees that it will take or cause to be taken reasonable and prompt procedures and actions to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned. The ASSOCIATION actions will include publicly disavowing such activities and ordering all such members who participate in such activities to cease and desist from same immediately and to return to work along with other steps, if any, as may be necessary.

D. Nothing contained in this Agreement shall be construed to limit or restrict the CITY in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damage or both in the event of any such breach by the ASSOCIATION or its members.

ARTICLE XXIX

MISCELLANEOUS

A. Each employee shall have access to his personnel file at reasonable time and upon request and prior approval of the Fire Chief and Personnel Director.

B. All employees shall be made aware of any reports or charges made against him. He shall have the right to remain silent until he consults with an attorney or the F.M.B.A.

C. All disciplinary action, including suspension, taken against any employee shall be done in accordance with Civil Service Rules and Regulations.

In cases when the Chief of the Fire Division deems the suspension of any employee to be an immediate necessity for the safety of the public or the welfare of the CITY, he shall submit a report explaining such action to the CITY Administration. A copy of said report shall be given immediately to the employee.

D. Employees shall be entitled to engage in outside employment during off-duty hours provided that such employment does not conflict with his employment responsibilities as a Fire Fighter in Ocean City.

E. Except in emergency situations, the CITY agrees that they will not require any outside training evolutions or routine scheduled annual inspections when the temperature is below 32° F.

F. Nothing contained in this Agreement shall be construed to deny or restrict the employee of his rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE XXX

FAIR LABOR STANDARDS ACT

It is acknowledged that commencing on April 15, 1986, the CITY may be required to comply with the provisions of the Fair Labor Standards Act and the regulations promulgated thereunder as they relate to certain officers covered by this Agreement. The City reserves the right to take appropriate action to ensure such compliance, including, but not limited to:

1. The exercising of any election or option available to it under the Fair Labor Standards Act or regulations;
2. The awarding of compensatory time in lieu of monetary compensation and overtime;

3. Establishing procedures to monitor and control hours worked and overtime;

4. The crediting of any overtime payments made pursuant to this Agreement against any overtime obligation incurred under FLSA;

5. Establishing such rules and regulations as may be necessary to ensure compliance with the provisions of FLSA.

ARTICLE XXXI

SEPARABILITY & SAVINGS

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

ARTICLE XXXII

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1986, and shall remain in effect to and including December 31, 1987, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than 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.

WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals in the City of Ocean City, New Jersey, on this 18th day of April, 1986.

FOR THE CITY:

John Billner
Angela H. Puleggi

ok maw
4/2/86

FOR THE ASSOCIATION:

Paul R. Danvers Jr.
James P. Henry

COMBUSTIBLES INSPECTOR SIDE BAR AGREEMENT

(1986/87 Contract Agreement)

ARTICLE VIII

Work Week

- A. 8½ Hours (08:00-16:30)
- B. 42½ Hours a Week

ARTICLE IX

Overtime

- A. 42½ Hours
- B. Same As Union
- C. 3 Hours
- D. 3 Hours
- E. Above 42½ Use
40 Hour Rate

ARTICLE X

Vacations

- A. 35 Days

ARTICLE XI

Holiday Pay

- A. Work 7 of 14
- B. Receives 180 Hours

ARTICLE XIII

Sick Leave

- B. 15 Work Days
Charged for Work Days Only
Drop 5/7 Language

Terminal Leave

- Maximum \$22,500 has been reached
- D. Divide by 240 = 1 day's pay

ARTICLE XXII

Wages

As per salary scale in contract