

AGREEMENT

BETWEEN BOROUGH OF WILDWOOD CREST

-AND-

WILDWOOD CREST RESCUE CAREER EMPLOYEES

IAFF LOCAL 4434

JANUARY 1, 2019 THROUGH DECEMBER 31, 2022

Prepared By:  
Charles E. Schlager, Jr., Esq  
Blaney & Karavan  
2123 Dune Drive – Suite 11  
Avalon, NJ 08202

## TABLE OF CONTENTS

	PREAMBLE	PAGE 1
ARTICLE I-----	RECOGNITION	PAGE 2
ARTICLE II-----	CHECK-OFF	PAGE 3
ARTICLE III-----	AGENCY SHOP	PAGE 4
ARTICLE IV-----	MANAGEMENT RIGHTS	PAGE 5
ARTICLE V-----	WORK SCHEDULES	PAGE 7
ARTICLE VI-----	OVERTIME	PAGE 9
ARTICLE VII-----	CALL-IN-TIME	PAGE 10
ARTICLE VIII-----	RATES OF PAY	PAGE 11
ARTICLE IX-----	HOLIDAYS AND PERSONAL DAYS	PAGE 13
ARTICLE X-----	VACATIONS	PAGE 14
ARTICLE XI-----	SICK LEAVE	PAGE 15
ARTICLE XII-----	BEREAVEMENT LEAVE	PAGE 16
ARTICLE XIII-----	JURY DUTY	PAGE 17
ARTICLE XIV-----	MILITARY LEAVE	PAGE 18
ARTICLE XV-----	LEAVES OF ABSENCE	PAGE 19
ARTICLE XVI-----	MATERNITY LEAVE	PAGE 20
ARTICLE XVII-----	GRIEVANCE PROCEDURE	PAGE 21
ARTICLE XVIII-----	WORKER'S COMPENSATION	PAGE 23
ARTICLE XIX-----	GROUP INSURANCE AND PENSION	PAGE 24
ARTICLE XX-----	SENIORITY	PAGE 26
ARTICLE XXI-----	SAFETY, HEALTH & HUMAN RELATIONS	PAGE 27
ARTICLE XXII-----	EQUAL TREATMENT	PAGE 28
ARTICLE XXIII-----	JOB POSTING	PAGE 29
ARTICLE XXIV-----	CLOTHING AND MAINT. ALLOWANCES	PAGE 30
ARTICLE XXV-----	DISCIPLINARY ACTION	PAGE 31
ARTICLE XXVI-----	BULLETIN BOARDS	PAGE 32
ARTICLE XXVII-----	SEPARABILITY AND SAVINGS	PAGE 33
ARTICLE XXVIII-----	FULLY BARGAINED AGREEMENT	PAGE 34
ARTICLE XXIX-----	TERMINATION	PAGE 35

PREAMBLE

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Borough of Wildwood Crest, hereinafter called the "Borough" and the full-time Wildwood Crest Rescue Career Employees IAFF Local 4434, Emergency Medical Technicians hereinafter called the "Union" has, as its purpose the promotion of harmonious relations between the Borough and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and represents the complete and final understanding on all bargainable issues between the Borough and the Union.

## ARTICLE I - RECOGNITION

- A. The Employer recognizes the Union as the bargaining Agent for the purpose of establishing salaries, wages, and other conditions of employment for all of its employees in the classification of “emergency medical technician”, which is part of this Agreement or any other newly created positions.
- B. Temporary employees are hired and assigned as the needs of the Employer dictate and they shall have no vested rights under the Civil Service Commission or this Agreement.
- C. The Borough of Wildwood Crest reserves the right to employ permanent or provisional part-time employees.
- D. Employees who are covered by the Agreement shall perform duties and responsibilities as contained in the Civil Service Job Specifications for their position.

## ARTICLE II - CHECK-OFF

- A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement and provided a majority of the employees so direct in writing, dues for Union as required. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15, 94, as amended, and members shall be eligible to withdraw such authority during July of each year.
- B. The aggregate deductions from all employees shall be remitted to the Treasurer together with the list of the names of all employees for whom the deductions were made by the fifteenth (15) day of the succeeding month after such deductions were made.
- C. A check off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Treasurer of Union during the month following the filing of such card with the Borough.
- D. If during the life of this agreement there shall be any change in the rate of membership dues, the Union shall furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deductions.
- E. The Union will provide the necessary "Check-Off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Treasurer.
- F. The Union shall indemnify, defend, and save the Borough 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 Union or by the Borough in reliance upon the official notification on the Letterhead of the Union and signed by the President of the Union advising of such changed deduction.

### ARTICLE III - AGENCY SHOP

A. The Union shall indemnify, defend and save the Borough 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 Borough in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Borough, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deductions.

B. In the monthly report to the Union office specified in paragraph A above, the Borough shall provide, inter alia, the following:

1. An indication of all employees terminating their employment during the previous thirty (30) days.
2. A list of all employees commencing leave of absence during the previous thirty (30) days.

C. Copies disciplinary charges, or other notices relating to disciplinary action, shall be furnished to the Union upon written authorization to the Borough by the employee within a reasonable period of time thereafter. The Borough shall maintain a file of written refusals by the employees to authorize the Borough to forward such documents to the Union. Copies of all disciplinary charges or notices relating to disciplinary action against any member or agency shop employee shall be furnished to the President or Shop Steward of the Union within seventy-two hours of receipt of written authorization from the affected employee after the presentation of charges.

#### ARTICLE IV - MANAGEMENT RIGHTS

1. It is recognized that the management of the Borough, the control of its properties, and the maintenance of order and efficiency, is a right and responsibility of the Borough. Accordingly, the Borough hereby retains and reserves unto itself, or through and by the Department Directors or designees, 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 constitutions of the State of New Jersey and the United States, except as they may be otherwise limited in this Agreement:

- a. the executive management and administrative control of the Borough and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;
- b. the determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees subject to NJ CIVIL SERVICE regulations;
- c. the transfer, assignment, reassignment, layoff or recall of employees to work, subject to NJ CIVIL SERVICE regulations;
- d. the determination of the number of employees and of the duties to be performed, in accordance with applicable NJ CIVIL SERVICE regulations, and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;
- e. the maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;
- f. the determination of staffing patterns and areas worked, hours of operation, the control and regulation of the use of facilities, supplies, equipment, materials and other property of the Borough;
- g. the determination of the number, location and operation of divisions, departments, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
- h. the determination of the amount of overtime to be worked;
- i. the determination of the methods, means and personnel by which its operations are to be conducted;
- j. the determination of the content of work assignments not inconsistent with NJ CIVIL SERVICE job specifications;
- k. the exercise of complete control and discretion over its organization and the technology of the performance of its work;
- l. the making, maintenance and amendments of such operating rules as it may from time to time deem best for the purposes of maintaining order, safety or the effective and efficient operation of the work of the Borough; and
- m. the determination of job classifications and to assign work not inconsistent with NJ CIVIL SERVICE job specifications as it deems appropriate.

The Borough shall have the right at all times to make and enforce rules, regulations, policies or other statements of procedure not inconsistent with this Agreement, notwithstanding the act, whether active or passive, of the Borough in refraining from doing so at any time. The act of the Borough at any time in refraining to enforce said rights shall not be construed as having created a custom or practice contrary or as having waived or modified said rules, regulations, policies or other statements of procedures. The Union reserves its rights with regard to mandatorily negotiable terms and conditions of employment.

Nothing contained herein shall be construed to deny or restrict the employer or the employees from the exercise of its or their rights under R.S. 34:13A, R.S. 40, 40A, R.S. 11A or any other national, state, county or local laws or ordinances pertaining to the employees covered by this Agreement.



## ARTICLE V - WORK SCHEDULES

- A. 1. Effective June 11, 2016, the Emergency Medical Technicians will work a twelve (12) hour shift schedule which shall be rotating and will normally result in an employee being scheduled to work forty-eight (48) hours in one week and thirty-six (36) hours the next week. The shifts shall be from 8:00 a.m. until 8:00 p.m. and from 8:00 p.m. until 8:00 a.m. unless mutually agreed to by both parties.
2. All time off which is expended for meals and break time shall be spent within a three (3) mile radius of the Wildwood Crest Rescue Squad Building.
3. Work schedules shall not be determined by any requirement or demand by employee due to any outside employment.
- B. The regular starting time for work shifts shall not be changed without reasonable notice to the affected employees and without first having discussed the need for such change with the Union at least two (2) weeks prior to the proposed date of implementation.
- C. Staffing Levels/Assignment of Personnel. The Borough reserves the right to set staffing levels and assign personnel to shifts in the manner it deems to be most efficient and in the best interest of the Borough which shall include, but not be limited to, the ability of the Borough to reassign an employee from one shift to another.
- D. New Hires/Flexible Schedules. Employees hired by the Borough who constitute employee numbers 9 through 11 of the Department shall be considered "floater(s)" and shall not be assigned to a set schedule but instead shall have a flexible schedule which shall be determined at the discretion of the Borough. The intention is to utilize these positions to increase staffing levels during times of need and to have the "floater(s)" fill in for vacant shifts. A "vacant shift" means a shift that needs to be filled due to the employee who normally works the shift being absent for any reason. The Borough will notify the floater of their schedule two (2) weeks in advance. In the event of an emergency, the Borough may alter the schedule of the floater after their schedule has been received from the Borough.
- E. Shift Swaps. The parties agree that EMTs may "swap shifts" with one another but only under the following conditions:
- a. A request for a swap must be made, in writing, and shall be subject to the approval of the Director of Public Safety, or his designee and an employee shall be limited to only two (2) swaps per quarter.
  - b. The swap must not result in overtime for any employee involved in the swap.
  - c. The shifts swapped must be within the same work week (Saturday to Friday) and must be accurately reflected on weekly time records.
  - d. The shifts swapped may not result in one employee working back to back shifts (24 straight hours) if the US Department of Labor advises the Borough and the

IAFF that this will create any additional obligations on the part of the Borough or run afoul of any DOL Regulations.

- e. In the event the Borough, in its discretion, determines that shift swapping is causing a public safety concern, the Director of Public Safety reserves the right to discontinue the practice of permitting “shift swaps.”

F. Time Clock/Reporting Time Worked

- a. Employees shall be required to clock in and out of each shift. This shall be required even if an employee works back to back shifts due to a shift swap. In the event an employee is unable to clock in or out (i.e., due to malfunction of time clock or the need to respond to a call) the employee shall, as soon as possible, notify his or her supervisor of the reason for the inability to clock in or out and shall inform his or her supervisor of the correct time that should be reflected for the employee’s time record on the Manual Clock In-Clock-Out Form.
- b. The EMTs are aware that Borough will require the department to submit actual time records that reflect the time that the employees actually worked. All employees understand that they are responsible for accurately reporting time actually worked.
- c. Failure to adhere to proper clock in/clock out procedures without just cause (i.e., malfunction of the equipment or the need to respond to a call, etc.) shall subject the employee to discipline.

## ARTICLE VI - OVERTIME

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

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

C. At the mutual option of the Borough and the employee, compensatory time may be granted in lieu of payment for overtime worked provided an understanding is reached between the Department Head and affected employee(s) on the date the overtime work is scheduled as to how overtime will be applied. No employee, however, shall be permitted to have more than eighty-four (84) hours of accrued compensatory time and, on this basis, must receive overtime pay when this threshold is reached. At the end of the calendar year, the Borough will pay for all accumulated time earned and not used during the year except, for compensatory time earned and not used during the last quarter of the calendar year. Accumulated time earned and not used may be carried forward into the following year but, said time must be used by the last day of March or said time shall be forfeited.

D. In so far as practicable, overtime shall be distributed as equally as possible within the same classification. Overtime will be rotated with the more senior employee being given the opportunity of working overtime, provided the employee has the ability to perform the work required.

E. Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed.

F. When an oncoming shift is manned with less than the two EMTs required to meet the minimum staffing level, the personnel from the outgoing shift are required to provide the manpower to meet the minimum staffing level. The hold over personnel should remain working until other personnel can be brought in. Wildwood Crest will make every effort to bring in replacement personnel, but until they arrive, EMTs from the outgoing shift will be required to cover the shift. The hold over personnel will be chosen by asking for volunteers. If no one volunteers, the person with the least seniority will be required to cover the vacancy. The hold over personnel will remain working until replaced.

## ARTICLE VII - CALL IN TIME

A. Employees called into work from an unscheduled work day or from between work shifts shall be entitled to be paid a minimum of two (2) hours pay payable at one and one-half times the employees regular rate of pay unless the work continues into their regularly scheduled work hours in which event they would be entitled to call-in overtime pay only for the period prior to the commencement of their regular shift. Call-in pay shall only be granted for employees who are called in to actually perform the duties of his/her position when the services of the employee are necessary for the Borough's operations.

B. The call-in minimum of two (2) hours does not apply when an employee's work day is extended beyond his/her normal quitting time or the employee has been prescheduled to work overtime at a designated time even if that time is between scheduled shifts or on a scheduled day off. This compensation may be paid in the form of cash or compensatory time off in the discretion of the Employer.

C. Employees called into work shall remain and complete their duties unless excused by their Department Head or his designee, or unless they have a personal emergency which requires their immediate attention. If the employee leaves work for a personal emergency without working two (2) hours, he will be paid for actual time worked.

ARTICLE VIII - RATES OF PAY

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

## ARTICLE IX – HOLIDAYS AND PERSONAL TIME

### A. Holidays.

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

### B. Personal Leave.

An employee shall be eligible for twenty-four (24) hours of personal time, which shall be earned on a prorated basis. Personal time shall be used by an employee for personal reasons. Full time new employees beginning employment after January 1<sup>st</sup> of their first calendar year of employment with the Borough shall earn two hours for each full month of employment.

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

Personal leave time not used in the year earned shall be forfeited. An employee must give two (2) hours prior notice for time. An employee's request for personal leave time shall not be denied except in a case of a declared emergency. Personal leave shall not accrue after the last day of employment, nor shall it accrue during a leave of absence without pay or during a suspension without pay. No payment shall be made for unused personal leave time upon termination, resignation or retirement.

## ARTICLE X - VACATIONS

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

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

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

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

## ARTICLE XI - SICK LEAVE

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

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

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

1. In the initial year of hire, an employee shall earn ten (10) hours of sick leave for each month of service in the initial year of service.
2. Starting the second year of service and through retirement one hundred twenty-six (126) hours of sick leave.
3. If an employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year and he/she shall be entitled to such accumulated sick leave with pay when needed.

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

1. After an employee has utilized one hundred twenty-six (126) hours in any calendar year, the employee must submit a doctor's verification for all sick leave absences for each and every illness or injury thereafter regardless of duration.
2. Prior to the return to work, the Borough may require an employee to be examined by a physician designated by the Borough to verify fitness to return to normal duties. An employee will not be permitted to return to work until the verification is received.

E. Sick Leave Buy Back Policy

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



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

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

3. Any employee who uses over twenty-four (24) hours of sick leave in a calendar year shall remain eligible for the cash-in option pursuant to the above schedule, if the use of sick leave is required for:

- a. an extended injury or illness supported by proper physician certificate(s) as determined by the Employer,
- b. maternity leave (including husband),
- c. leave under the Family Medical Leave Act.

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

F. Sick Leave Cash-In Policy at Retirement

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

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

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

Should an employee need to leave employment due to a disability retirement (ordinary or accidental) as defined by the Public Employee's Retirement Retirement System, the employee will be permitted to cash-in up to one hundred twenty -six (126) hours of accumulated leave time at fifty (50.0%) percent of the employee's annual wage. The Borough agrees to make every reasonable attempt to pay the employee as close to their disability retirement date as economically possible but, no later than six (6) months after

their disability retirement date. It is understood that all other sick leave accumulated by the employee will be surrendered without consideration.

ARTICLE XII - BEREAVEMENT LEAVE

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

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

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

45 14

### ARTICLE XIII - JURY DUTY

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

8

ARTICLE XIV - MILITARY LEAVE

A. All provisions of N.J.A.C. 4A:6-1.11 shall be applicable to this Article.

## ARTICLE XV - LEAVES OF ABSENCE

A. Leave of absence for employees shall be granted as provided under N.J. Civil Service Commission statutes, rules and regulations, except as otherwise provided.

B. A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his duties (due to either physical or mental reasons), and who is otherwise without available accrued sick leave, or one who wishes to engage in an appropriate course of job-related study, or for any reasons considered valid by the employer, may be granted a special leave of absence without pay by the employer for a period not to exceed six (6) months. Said special leave may be extended for another six (6) months with the approval of the employer and the N.J. Civil Service Commission.

C. Employees returning from an authorized leave of absence for illness, military, job related education or maternity, but excluding leaves granted for any other personal reasons, will be restored to their original classification at the then appropriate rate of pay with no loss of seniority or accrued sick or vacation time earned during the period of leave of absence. Employees on leave of absence without pay for personal reasons shall cease accumulation of all accrued time and related benefits during the period of the leave and, specifically, the Borough will not be responsible to provide the employee with benefits provided within Article XIX during the period(s) of any unpaid leave. However, if the employee elects to retain coverage during that period, the employee shall be responsible for the total premium payment of all applicable policies and must be paid by the employee at the time the leave shall be commenced.

D. When an employee returns from an approved leave of absence, any dues check-off authorization in effect prior to the approved leave shall be reactivated.

E. Family/Medical Leaves of Absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" (hereinafter, FMLA) and the "New Jersey Family Leave Act" (hereinafter, NJFLA) and the regulations promulgated pursuant to those statutes; as well as the Family Leave Policy adopted by the Borough of Wildwood Crest. Under the provisions of these statutes, certain employees are entitled to twelve (12) weeks of leave during a twelve (12) month period. The circumstances under which leave may be taken vary depending on the type of leave requested and the Borough will grant leave in accordance with the provisions of each statute, the lawful regulations issued under each statute. Employees taking FMLA Leaves and/or NJFLA Leaves will be required to use accrued sick leave, vacation and administrative leave concurrent with the approved leave. Employees will also be required to take FMLA Leaves and NJFLA Leaves concurrently when possible under the statutes. The Borough retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

ARTICLE XVI - MATERNITY LEAVE

A. Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work, provided the attending physician approves and so advises in writing.

B. Maternity Leave shall be administered in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA) and New Jersey Family Leave Act (NJFLA). Employees are required to use accumulated leave time concurrently with leave under the FMLA and NJFLA.

## ARTICLE XVII - GRIEVANCE PROCEDURE

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

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

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

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

### STEP ONE:

The aggrieved or the Union shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred or knowledge thereof and an earnest effort shall be made to settle the difference between the aggrieved employee and the Department Head for the purpose of resolving the matter informally.

### STEP TWO:

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

### STEP THREE:

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

A. A request for a list of arbitrators shall be made to the Public Relations Commission by the moving party and both parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of the arbitrator.



B. The arbitrator shall limit himself to the interpretation and application of the terms of this Agreement and to the issues submitted to him and consider no other(s).

C. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this agreement or impose on any part hereto a limitation or obligation not provided in this agreement.

D. The award of the arbitrator on the merits of any grievance within his jurisdiction and authority as provided in this agreement shall be binding upon the parties.

E. The designated Union Representative shall be permitted, as members of the Grievance Committee, to confer with employees and the Borough on specific grievance in accordance with the grievance procedure set forth herein, during working hours of employees, without loss of pay, for up to fifteen (15) minutes each day, provided the conduct of said business does not diminish the effectiveness of the Borough or require the recall of an off-duty employee. Additional time may be authorized by the Department Head.

F. If a decision is not rendered within the time limits prescribed for decisions 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 constrict the time limits for processing the grievance at any step in the grievance procedure.

G. Agents of the Union who are not employees of the employer, may be permitted to visit the employees during working hours, at their work stations, for the purpose of discussing Union representation matters, as long as such right is reasonably exercised and providing further that there is no undue interference with the employer's work by such agents.

H. The employer and the Union further agree to give reasonable consideration to request of either party for meetings to discuss grievances pending at any step.

I. The settlement or other disposition of any grievance prior to arbitration shall be subject to review and approval of a designated committee established by the governing body which shall include the Department Head or his/her designee so as to assure compliance with Borough Policy and/or philosophy.

## ARTICLE XVIII - WORKER'S COMPENSATION

- A. Whenever an employee is incapacitated because of an occupation illness or injury as determined by a physician designated by the Borough or their workers' compensation administrator, as a result of, or arising from, his/her employment, he or she shall be provided by the Borough with the same benefits as provided pursuant to N.J.S.A. 34: 15-1, et. seq. (the Workmen's Compensation Act of New Jersey).
- B. An employee is required to report to his or her supervisor any work accident or condition claimed to have caused disability upon occurrence or discovery, and is responsible for completing a written report on the matter within forty-eight (48) hours of occurrence/discovery. The report shall include a statement of when, where and how the injury or illness occurred, statements of witnesses and copies of all medical reports concerning the injury or illness. The employee is also required to report any work accident/injury to the Borough Worker's Compensation representative as well as the Borough's third party administrator.
- C. The Borough may require the employee to be examined by a physician. Whenever the Borough-designated physician shall report in writing that the employee is fit for work, such leave shall terminate and such employee shall forth with report for work. Any employee on injury leave resulting from injury while on Borough work shall continue to accrue sick leave credits while he or she remains on payroll.
- D. The Borough may, in its discretion and at its sole option, require or permit an employee who sustained a work related injury to perform "transitional" or "modified" duty if the Borough determines it is available.
1. If the employee agrees, said transitional or modified duty may be assigned to a different shift or schedule other than the employee normally works.
  2. If an employee who has a non-work related injury requests "transitional" or "modified" duty, the employees' doctor shall provide a modified duty descriptive narrative detailing the range of physical activities the employee is capable of performing.
  3. The employee shall be subject to periodic examinations by a physician of the Borough's choosing to determine the ability of the employee to continue in the "transitional" or "modified" duty. The physician shall also provide information with respect to the employee's ability to perform the essential functions of his or her permanent position.
  4. The assignment to "transitional" or "modified" duty is not intended to create a permanent "transitional" or "modified" duty position, and under no circumstance will an employee remain in a "transitional" or "modified" duty position for more than one year.

5. In the event the employee is deemed to have reached a point of maximum medical improvement and will not be able to return to their permanent position, the Borough may, discontinue the assignment of the employee to the “transitional” or “modified” duty and may take action to remove the employee for inability to perform the essential functions of the position.
- 
- E. The Borough acknowledges that payments to employees under N.J.S.A 34:15-1, et seq. (the Worker’s Compensation Act of New Jersey) are both State and Federal tax-exempt.
    1. The Borough agrees to permit the employee to exchange their accumulated sick leave hours in an amount to increase the employee’s net pay to the level they received prior to the on-job injury.
    2. The Employer also acknowledges that they will continue to pay the employee’s pension obligations as if they were making their full wage.
    3. The employee will continue to be covered under the health benefit plan established in this contract, but their contractual contribution towards health care during this period will be based on the amount they receive under the Worker’s Compensation Act. However, if the employee is working in a “transitional” or “modified” capacity their health benefit contribution will be based upon their regular pay.

## ARTICLE XIX - GROUP INSURANCE AND PENSION

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

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

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

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

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

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

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

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

such as public works, those years of service shall count toward the requirement that the employee have twenty-five years of service with the Borough.

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

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

6. Effective January 1, 2019, upon the employee becoming eligible for Medicare, or, in the event of his/her death prior to that event, upon the date which he/she would have become eligible for Medicare, or, retirees and any spouses/dependents shall no longer be eligible for any Borough provided health benefits including, but not limited to, any Medicare "wrap around" pay or Medicare reimbursement or dental insurance. Notwithstanding the above, the terms above have neither affect nor, consequence on those employees hired prior to January 1, 2015.

ARTICLE XX - SENIORITY

A. Seniority shall mean a total of all periods of continuous and uninterrupted permanent, probationary, provisional full time employment with the department covered by this agreement.

B. Except where Civil Service statutes provide otherwise, in cases of provisional promotions, promotions, demotions, layoffs, recalls, vacation schedules, or situations where substantially better working conditions are involved, the determining factors shall be seniority, performance, qualifications and ability.

ARTICLE XXI - SAFETY, HEALTH AND HUMAN RELATIONS

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

ARTICLE XXII - EQUAL TREATMENT

A. The Borough and the Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, religion, marital or civil union status, political affiliation, union membership or union activities.

B. The Borough may establish reasonable and necessary rules of work conduct for employees. Such rules will be equitably applied and enforced.

C. Any and all new or revised policies or regulations will be posted by the employer five (5) days prior to implementation.



ARTICLE XXIII - JOB POSTING

A. Any vacancies or newly created positions within the Borough will be posted prominently for seven (7) calendar days. The posting shall include the classification, the salary range, a description of the job, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying.

B. The appointing authority will post prominently for seven (7) days, the names of the individual selected under the above procedure for the promotion and or re-assignment.

ARTICLE XXIV - CLOTHING AND MAINTENANCE ALLOWANCES

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

- 3 Class B Duty Uniform pants
- 3 Class B Duty Summer Uniform Shirts
- 3 Class B Duty Winter Uniform Shirts
- 3 Class B Duty Shorts
- 4 T-Shirts
- 1 Class B Duty Belt
- 1 Class B Duty Footwear
- 1 Winter Cap
- 1 Baseball Cap
- 1 Winter Coat
- 1 Pair Winter Gloves
- 1 Three Season Coat

B. All items set forth hereinabove shall be supplied through a Quartermaster system and the initial order and replacement components shall be made, and thereafter determined “on an as needed basis” by the appointing Authority or his designee.

C. Required personal (protective) equipment damaged or destroyed in the line of duty shall be replaced by the Borough at the standard plan costs, i.e. “usual and customary” amounts. The essential personal protective equipment shall be limited to prescription eyewear, hearing aides, or the like; but shall not include sunglasses, watches, rings, or related items. Notice of loss, with the damaged or destroyed item(s) shall be presented to the Department Head on the date of loss. Reimbursement shall only be made upon verification of the loss/damage by the Department Head on the date of the incident that said loss/damage occurred in the line of duty. All information must be submitted to the Treasurer’s Office within forty-eight (48) hours of the incident and attached to the voucher with receipts in order for reimbursement to be made.

ARTICLE XXV - DISCIPLINARY ACTION

- A. Discipline of an employee shall be imposed for good and just cause according to law.
- B. The name of any employee who is notified of suspension or dismissal shall be transmitted to the Union immediately, but not later than forty-eight (48) hours after such notice.
- C. It is the intention of the Borough to implement Discipline in a progressive manner pursuant to Title 4A.
- D. It is recognized that any of the progressive steps could be bypassed depending on the severity of the infraction. It is also recognized that the Borough can issue fines in accordance with N.J.A.C. 4A:2-2.4.

ARTICLE XXVI – BULLETIN BOARDS

- A. The Borough shall provide Bulletin Boards at each time clock.
  
- B. The Union shall have the use of the Union employee bulletin board for the posting of notices relating to meetings and official business of the Union. Only material authorized by the signature of the Union President and his designee shall be permitted to be posted on said bulletin board, and said notices shall not contain any political or controversial material.

ARTICLE XXVII - SEPARABILITY AND SAVINGS

A. Each and every clause of this agreement shall be deemed separable from each and every other clause of this agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such, 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

A. This agreement represents and incorporates the complete and final understanding of the 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. The Borough shall be responsible for drafting this agreement and the Union shall be responsible for the printing and dissemination of same.

ARTICLE XXIX - TERMINATION

A. This agreement shall be in full force and effect as of January 1, 2019 and shall remain in effect up to and including December 31, 2022. In the event that a new contract has not been agreed upon on the termination date of this agreement, this contract shall remain in full force and effect until a succeeding contract may be agreed upon. To commence negotiation for a successor agreement, either party shall notice the other in writing, no sooner than one hundred twenty (120) days prior to the expiration date of this agreement.

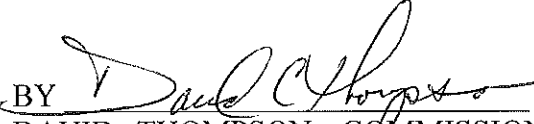
B. Within forty-five (45) days after receipt of the aforementioned notification, if any, a meeting shall be held between the parties for the purpose of established ground rules regarding the commencement of negotiations.

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

ATTEST:

  
PATRICIA FEKETICS, CLERK

BOROUGH OF WILDWOOD CREST

BY   
DAVID THOMPSON, COMMISSIONER  
OF PUBLIC SAFETY

WILDWOOD CREST RESCUE CAREER  
EMPLOYEES, IAFF LOCAL 4434

ATTEST:

  
UNION REPRESENTATIVE

BY   
UNION PRESIDENT