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AGREEMENT

BETWEEN

Ventnor, City of
(ATLANTIC) COUNTY, NEW JERSEY

AND

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL #38

~~X~~ January 1, 1987 through December 31, 1988

cc: 12/30/86

JMBA
Chief Cahill
Mayor Becker

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AGREEMENT

THIS AGREEMENT entered into this 30th day of December 1986, by and between CITY OF VENTNOR CITY, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL #38, duly appointed representative of the Fire Department of the City of Ventnor City, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the City and the Association.

PREAMBLE

WHEREAS, it is in the mutual and continuing interest of the parties to this Agreement to promote the efficiency and morale of the Ventnor Fire Department and that the parties to this Agreement work mutually to maintain such efficiency and morale.

NOW, THEREFORE, for the purpose herein before expressed the parties hereto hereby enter into this Agreement, pursuant to the Provisions of Chapter 123, Laws 1974, N.J.S.A. 34:13A-5.1et, seq, of the State of New Jersey, effective as of the First (1st) day of JANUARY 1987, by and between the CITY OF VENTNOR CITY, a municipal corporation, situated in the County of Atlantic and State of New Jersey, hereafter referred to as the "City", and LOCAL #38, FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, hereafter referred to as "Association", which is designed to maintain and promote a harmonious relationship between the City and such of its employees who are within the provisions of the Agreement, through collective negotiations, to prescribe the rights and duties of the City and Association; to provide for the resolution of legitimate grievances, all in order that the efficient and progressive public service now enjoyed may be furthered.

ARTICLE I

RECOGNITION

A. The City hereby recognizes the Association as the sole and exclusive negotiating agent and representative for all full-time Deputy Fire Chief, Fire Inspector, Fire Captain, Fire Lieutenants and Firemen employed in the City of Ventnor City Fire Department, but excluding all other personnel employed in the City of Ventnor City Fire Department and all other City employees.

B. The titles "fireman", "fire officer" or "employee" shall be used interchangeably and shall be defined to include the plural, as well as the singular and to include males and females.

ARTICLE II
MANAGEMENT RIGHTS

A. The City of Ventnor City hereby retains and reserves unto itself, with limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as made from time to time be determined by the City.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees.

4. To hire all employees, and subject to the

Management Rights (Continued):

provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

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

6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive, in accordance with Civil Service Rules and Regulations.

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

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, and 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 hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

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

ARTICLE III

GRIEVANCE PROCEDURE

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

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

C. 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from interpretation, application or violation of policies, agreements, and administrative decisions affecting them. If an individual employee processes the grievance individually, that individual shall bear all costs for processing the grievance.

2. With respect to employee grievances, no grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.

Grievance Procedure (continued)

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 and step is waived by mutual consent:

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

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

Grievance Procedure (continued)

grievance in writing within ten (10) calendar days of receipt of the written grievance.

Step Three: If the association wishes to appeal the decision of the Fire Chief, such appeal shall be presented in writing to the City Commissioner in charge of the Fire Department within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The City Commissioner in charge of the Fire Department shall respond, in writing, to the grievance within twenty (20) calendar days of the submission.

Step Four: If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the City and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

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.

Grievance Procedure (continued)

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 applications of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

F. Upon prior notice to an authorization of the Commissioner of Public Safety, the designated Association Representatives shall be permitted as members of the Grievance Committee to confer with employees and the City on specific grievance in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the City of Ventnor City Fire Department or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed by decision at any step in the grievance procedure, then the grievance shall be deemed to have been

Grievance Procedure (continued)

denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

H. In the event the aggrieved elects to pursue remedies available through the Department of Personnel, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Director of Public Safety on the grievance. In the event the grievant pursues his remedies through the Department of Personnel, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

ARTICLE IV

DUES DEDUCTION AND AGENCY SHOP

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 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the City Treasurer during the month following the filing of such card with the City.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. 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 Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the City Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

Dues Deduction and Agency Shop (continued).

F. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidate except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

J. Prior to January 1st and July 31st of each year, the

Dues Deduction and Agency Shop (continued).

Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Association shall indemnify, defend and save City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the City, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

M. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association and this

Dues Deduction and Agency Shop (continued).

Agreement has been executed by the City after it had satisfied itself that the Association is a proper majority representative.

ARTICLE V

EMPLOYEE REPRESENTATIVE

A. The City agrees to grant the necessary time-off without loss of pay, to the duly elected delegates to attend the State F.M.B.A. Convention in accordance with N.J.S.A. 11-26c-4.

B. The Association must notify the City of the names of the duly elected delegates within five (5) days from the date of their election.

C. The City agrees to grant the necessary time-off without loss of pay to the Executive Delegate or his designee to attend the regular monthly meeting or special meeting of the State Association. It is specifically understood that the employee so designated under this Section shall not switch tours in order to receive pay for the purpose of attending said meeting under this Article, and it is also specifically understood that if any such meetings occur on a non-scheduled period, the employee shall receive no pay. If, at the sole discretion of the Fire Chief, an employee is permitted to exchange tours to attend any of said meetings during scheduled work time, it is specifically understood that no overtime pay or other financial burden may be brought to bear on the City as a result of such change in shifts.

D. The City agrees to allow the total number of delegates to attend the annual convention based on the prevailing per capita paid and roster of employees maintained based on the Constitution and By-laws by the New Jersey State Firemen's Mutual Benevolent Association.

ARTICLE VI
BULLETIN BOARD

A. The Association shall have the use of the bulletin board located in each firehouse for the posting of notices relating to meetings and official business of the Association only.

B. Only material authorized by the signature of the Association President, Steward or alternate shall be permitted to be posted on said bulletin board.

C. The City may have removed from the bulletin board any material which does not conform with the intent of the above-provisions of this Article.

ARTICLE VII

RESPONSIBILITY OF PARTIES - STRIKES

A. The City and the Association on behalf of its members accept responsibility to follow the procedures set forth in this Agreement for the settlement of issues and disputes.

B. The Association will not permit its members, and it does hereby agree for its members, not to engage in any strike or participate in any stoppage or cessation of work in any form or for any cause; nor will the Association or its members in any manner cause, order, participate in, or condone any strike or other work stoppage, nor sanction any members leaving, nor will any member leave the employment of the City pending settlement of issues and disputes.

C. The City and the Association will not, during the term of this Agreement, change any provision set forth herein except by written agreement between the parties provided herein.

D. The City agrees that it will not in any manner cause, order, approve, participate in or condone any lockout.

ARTICLE VIII

WORK WEEK - WORK DAY

A. The scheduling of the work week for all line personnel shall be coordinated by the Fire Chief to accomplish a schedule wherein said employees shall be working on a basis of a forty-two (42) hour work week over an eight (8) week cycle.

B. The scheduling of the work week for the Fire Inspector shall be coordinated by the Fire Chief to accomplish his schedule wherein said employees of the Fire Department shall be working on a basis of forty-two (42) hour work week, five (5) days per week.

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

Two (2) ten (10) hour days, followed by twenty-four (24) hours off, followed by two (2) fourteen (14) hour nights, followed by ninety-six (96)hours off, on a continuing basis.

D. If the City decides to employ fire medics, the scheduling of the work week for these employees shall be coordinated by the Fire Chief to accomplish a schedule wherein said employees shall be working on a basis of a forty-two (42) hour work week, the cycle to be determined by the City.

ARTICLE IX

A. Effective January 1, 1987, the annual base salary to be paid to bargaining unit members shall be as follows:

<u>Job Classification</u>	<u>Base Salary</u>
<u>FIREMEN</u>	
Starting first year of service	\$13,000
Starting second year of service	21,724
Starting third year of service	24,248
Starting fourth year of service	26,214
<u>LIEUTENANT</u>	\$27,656
<u>CAPTAIN</u>	\$29,098
<u>DEPUTY CHIEF</u>	\$32,298
The annual compensation of Emergency Medical Technicians in addition to base salary	\$ 900

B. Effective January 1, 1988, the annual base salary to be paid to bargaining unit members shall be as follows:

<u>Job Classification</u>	<u>Base Salary</u>
Starting first year of service	\$13,000
Starting second year of service	21,724
Starting third year of service	25,945
Starting fourth year of service	28,049
<u>LIEUTENANT</u>	\$29,592

Salaries (Continued)

CAPTAIN \$31,135

DEPUTY CHIEF \$34,559

The annual compensation for
Emergency Medical Technicians
in addition to base salary \$ 1,200

C. For the term of this agreement, a firefighter serving in the capacity of fire inspector shall receive \$500 over the base salary of said firefighters.

D. For the term of the Agreement the Fire Official shall receive \$2,500 above said base salary.

E. For the term of the Agreement, annual compensation for Emergency Medical Technicians will be paid by the first pay following final adoption of City budget.

ARTICLE X

LONGEVITY

A. Each employee listed in Article IX shall be paid in addition to his annual base salary additional compensation based upon the length of his service and determined according to the following schedule:

<u>Years of Service</u>	<u>Percentage of Annual Base Salary</u>
Starting sixth through tenth years	2%
Starting eleventh through fifteenth years	4%
Starting sixteenth through twentieth years	6%
Starting twenty-first through twenty-third years	8%
Starting twenty-fourth year through twenty-nine years	10%
Starting thirty years and thereafter	12%

B. Longevity pay shall be paid in equal bi-weekly installments together with and in addition to the employee's base salary.

C.. In computing overtime and vacation pay and/or any other pay rates set forth in this Agreement, the base pay of any employee shall include his base salary plus his longevity.

D. Longevity pay shall be computed from the date of appointment of the employee.

ARTICLE XI

OVERTIME

A. overtime shall consist of all hours worked in excess of forty-two (42) hours in a week based on an eight week cycle.

B. All employees covered by this Agreement shall, in addition to their basic salary, be paid one and one-half (1½) times their regular base rate of pay, computed on the basis of a forty-two (42) hour week based on a eight week cycle.

C. The employee shall have the option of receiving a payment for his overtime or compensatory time off.

D. In the event the employee elects to receive payment, all overtime will be paid within thirty (30) days of submission of the overtime report to the Comptroller's Office.

E. Members who have worked in excess of a forty-two (42) hour schedule due to sickness of other members of the Department will have preference in the payment of overtime.

F. Overtime worked fifteen (15) minutes past the normal hour of duty as an increment to a particular shift shall be paid at one and one-half (1½) times the employee's regular base rate of pay with a minimum of one (1) hour overtime guaranteed.

Overtime (Continued)

G. If an employee is recalled to duty, either before the beginning or after the completion of his normal shift, he shall receive a minimum guarantee of two (2) hours compensation at the overtime rate, provided said recall duty is not contiguous with the employee's normal work day.

H. If on passing a scene of a fire, an off-duty employee stops to assist, with the approval of the officer in charge of the fire, said employee will receive overtime payment at the overtime rate for all time actually worked.

I. When the shifts are down to six (6) firefighters the seventh (7th) man will be ordered in at the agreed overtime rate. Under no circumstances shall the rate be paid in excess of thirty departmental shifts per year total. Any additional shifts in excess of these will require compensatory time or reduction to six (6) man minimum.

ARTICLE XII

HOLIDAYS

A. Effective January 1, 1987, all employees covered by this Agreement shall receive the following twelve (12) days holidays:

New Year's Day	President's Day
Easter	Columbus Day
July 4th	General Election Day
Labor Day	Memorial Day
Thanksgiving Day	Good Friday
Christmas Day	Veteran's Day

B. Every employee covered by this Agreement shall be compensated by granting straight time pay should he be required to work on any of the above-captioned holiday(s) to be paid the first pay of December.

C. Effective January 1, 1988, all employees covered by this Agreement shall receive twelve (12) days at a rate of 8.4 hours per day in a lump sum check to be paid the first pay of December for compensation for these twelve (12) holidays. In the event a member calls in sick, no holiday rate will be paid.

D. An employee shall be considered as having worked on a holiday if he is scheduled to work and he reports for work on any of the shifts with hours between midnight and midnight on the day of which said holiday falls.

ARTICLE XIII

PERSONAL DAY

A. One (1) day per year of leave may be used for personal, business, household or family matters described in this section and shall be non-accumulative.

B. Business means an activity that requires the employee's presence during the work-day and is of such a nature that it cannot be attended to at a time outside the work-day.

C. Personal, household or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his family.

D. Application in duplicate for a personal day containing the reasons for the leave must be submitted whenever possible two (2) days in advance (except in cases of emergency). Emergency days may be granted for an unforeseen occurrence which necessitates the presence of the employee and for which the individual had no prior knowledge and is unable to resolve the situation outside the work-day.

E. A personal day shall not be granted for a day predeeding or following holidays or vacations.

ARTICLE XIV

VACATIONS

A. An employee in his first year of service shall be entitled to one (1) working day's vacation for each month of service. Thereafter, he shall be entitled to two (2) days per month together with additional days based on position. Vacations shall be assigned according to policy.

B. All employees after the initial year of employment shall receive the following number of days as paid vacation:

Chief	33 plus a day
Deputy Chief	30 plus a day
Captain	29 plus a day
Lieutenant	27 plus a day
Fire Inspector	27 plus a day
Firemen	24 plus a day - after 12 months of service

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

D. If an employee terminates his employment with the City, or his employment is terminated by the City, the employee's vacation entitlement shall be prorated on an annual basis.

ARTICLE XV

COLLEGE INCENTIVE PROGRAM

A. In order to provide an incentive to encourage members to achieve the advantages of higher education, the City agrees that each employee who receives academic credits for part-time study in an Institution of higher learning, which offers a college curriculum leading to or accredible toward an undergraduate, bachelor or associate degree relating to their employment and which is accredited by the State Board of Higher Education and approval by the Commissioners in charge of the Fire Department shall receive a college allowance as herein after set forth to cover the costs of books required for said course, as well as the actual tuition cost for said course.

ARTICLE XVI

HOSPITALIZATION INSURANCE

A. The City agrees to continue to provide at least equal health insurance coverage and payment as currently in effect for all employees covered by this Agreement and their dependents at the City's expense.

B. The City agrees to continue to provide Major Medical Insurancer at the City's Expense.

C. Although the health insurance plan(s) shall provide for full family coverage at a minimum as the plan(s) in effect prior to this Agreement, the City shall not be restricted to that/those plan(s).

D. The City agrees to continue the life insurance policy now in effect at the City's expense. The FMBA shall receive a copy of said policy upon request.

E. The City agrees to provide a three (3) dollar deductible Prescription card system for each employee and his/her dependents effective January 1, 1987.

F. The City agrees to provide optical service either by reimbursement or doctor participation, for each employee and his/her dependent(s), effective January 1, 1987, as per the following schedule:

Health Insurance Benefits (Continued)

One examination, set of lenses, frames
every 24 months, to the following extent:

Examination	\$35.00
Lenses (per pair, glass or plastic)	
Single Vision	20.00
Bifocal	30.00
Trifocal	40.00
Contacts (cosmetic)	50.00
Contacts (medical)	200.00
Frames	25.00

G. Effective January 1, 1987, the City agrees to provide a minimum Dental plan, either by reimbursement or mandatory use of participating dentists if such a dentist-participation plan exists, for each employee and his/her dependents as per Appendix A attached hereto.

H. Effective January 1, 1987, if any employee loses their life in the line of duty, the City agrees to continue as per prevailing medical benefits plan. City is named additional co - pay if spouse has other health coverage.

I. Effective January 1, 1987, in the event that a member dies, all accrued benefits, vacation, personal days, holiday pay shall be paid to his estate. Sick days will be paid according to retirement schedule, if eligible.

J. Effective January 1, 1987, the City will allow retirees to continue to purchase group rate health benefits as per City cost.

ARTICLE XVII

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty by a Fireman because of illness, non-work connected accident, or exposure to contagious disease.

B. Any Fireman who shall be absent from work for three (3) or more consecutive working days due to illness, or more than ten (10) working days in any calendar year due to illness, may, at the discretion of the City, be required to submit acceptable medical evidence substantiating the illness.

2. An employee's supervisor, may at any time, require proof of illness of an employee or sick leave, whenever a pattern of and/or abuse of sick leave is apparent.

C. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor shall be required.

D. Sick leave shall accrue for regular full-time Firemen at the rate of one (1) day per month during the the first calendar year of employment and fifteen (15) working days in every calendar year of employment thereafter, and shall accumulate from year to year.

E. If a Fireman is absent from work for reasons that entitle him to sick leave, the Fire Chief or his designated representative shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift from which he is absent, except in case of emergency.

Sick Leave (Continued)

F. No leave of absence with pay under this Article or under any Article shall exceed one (1) year commencing from the date of injury, illness, disability or other reason for said leave of absence.

G. If an employee is injured in the line of duty or contracts a contagious disease while performing his duties, that employee shall not be charged sick day but will abide by the New Jersey Workmans Compensation laws governing same.

ARTICLE XVIII

TERMINAL LEAVE

A. Upon retirement, all bargaining unit members shall be entitled to a lump-sum payment equal to one-third (1/3) of all unused sick leave.

B. Payment shall be based on the base rate of pay on the date employment is terminated.

C. Effective January 1, 1987, the maximum payment for accumulated sick leave is limited to eleven thousand (\$11,000) dollars.

D. Effective January 1, 1988, the maximum payment for accumulated sick leave is limited to twelve thousand dollars (\$12,000).

E. For a thirty (30) day period beginning January 1, 1987 and ending January 31, 1987, the City will in addition to the above benefits offer a one time \$10. per day payout for each accumulated sick day to those firefighters who are eligible to retire and opt to do so.

ARTICLE XIX

FUNERAL LEAVE

A. In the event of death in the employee's immediate family living in the employee's household the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed four (4) working days.

B. In the event of death in the employee's immediate family not residing in the employee's household, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed three (3) working days.

C. The term "immediate family" shall include only father, mother, father-in-law, mother-in-law, grandparents, sister brother, spouse, child, foster child, brother-in-law, sister-in-law, aunt and uncle, and any other relative living in the employee's household. In the event of death of grandchild, niece, nephew or cousin in the first degree the employee shall be granted one days leave.

D. Funeral leave may be extended beyond the three (3) working day period at the sole discretion of the Commissioner in charge of the Fire Department or his designated representative.

E. The above shall not constitute sick leave and shall not be deducted from the Fireman's annual sick leave, except as specified in Section D, above.

ARTICLE XX

LEAVE FOR ASSOCIATION MEETINGS

A. Such leave shall be governed by State regulations.

ARTICLE XXI

INJURY LEAVE

A. Injury leave shall be granted with full pay to employees temporarily disabled through illness or injury arising as a result of and in the course of their respective employment subject to review by a physician of the City's choice.

B. Said injury leave for temporary disability shall be governed by the statutes of the State of New Jersey and particularly the Workmen's Compensation statute under Chapter 15, Title 34 of the Revised Statutes.

C. Said injury leave shall extend for the time period set forth in said statutes.

D. During the period within which an employee is entitled to receive injury leave pay the City shall give the employee his full salary payment. In return, the employee shall surrender any compensation, disability or other payment to the City.

E. Any employee who is injured, whether slight or severe, while working, must make an immediate report within twenty-four (24) hours thereof to the Fire Chief or the Officer in charge.

F. Any employee covered under the provisions of this Agreement shall, as soon as practicable, but in no event later than five (5) calendar days after a physical injury has occurred, file a workmen's compensation petition and forward a copy of said petition to the City. Failure to do so shall render this provision for payment of salary void, and said salary shall cease forthwith.

Injury Leave (continued)

G. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work and, the City may reasonably require the employee to present such certificate from time to time.

H. If the City does not accept the certificate of the physician designated by the insurance carrier the City shall have the right at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the City.

I. If the City can prove that an employee has abused privileges under this Article, the employee will be subject to disciplinary action by the City. If the employee is found to be in violation of this Article, he shall be subject to disciplinary action by the City to the extent which is provided within this Agreement and in the Ordinance in effect governing the Ventnor City Fire Department.

ARTICLE XXII

EXCHANGE OF TOURS

A. Employees may, upon written request, prior notification to the Fire Chief or his designated representative and prior approval of the Fire Chief or his designated representative, exchange tours of duty fourteen (14) days per year. Employees must give the Fire Chief or his designated representative at least forth-eight (48) hours notice in advance, except in case of emergency.

B. By exchanging tours of duty, no employee shall be entitled to overtime payments and the City shall not incur any additional expense by granting said exchange of tours.

ARTICLE XXIII

WORK IN HIGHER RANK

A. Any employee assigned to an acting position or title and works in that capacity or title shall be paid the rate of pay applicable to the title for which he is assigned, for the period so assigned.

B. For any and all employees working in a title or classification in an acting capacity, said employee shall be paid all sums which are in excess of his normal pay scale within thirty (30) days of submission of the eligibility report to the Comptroller's Office.

ARTICLE XXIV
EQUIPMENT SAFETY

A. In the event that any employee has a good faith reason to believe that a piece of equipment is unsafe to operate, said employee shall immediately have the equipment inspected by the mechanic on duty.

B. If the mechanic on duty determines that the equipment is safe to operate and the employee is not satisfied with that determination, the employee may immediately appeal to the mechanic's superintendent or his designee, who shall personally inspect the equipment.

C. If the superintendent or his designee determines that the equipment is safe and the employee is still dissatisfied, the employee may immediately appeal the decision to the City Administrator, whose decision shall be final and binding.

D. The employee shall not be required to operate the equipment during the inspection and appeals, but the parties agree that the inspection and appeals process shall proceed as quickly as possible.

ARTICLE XXV

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

ARTICLE XXVI

SAVINGS CLAUSE

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 event, such clause, or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE XXVII

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 1987, and shall remain in effect to and including December 31, 1988, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Ventnor City, New Jersey, on this 30th day of December 1986.

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION, LOCAL #38

CITY OF VENTNOR CITY,
ATLANTIC COUNTY, NEW JERSEY

Michael Mennig

[Signature]

Joseph J. Callahan

Attest: Sandra B. Biagi