

**AGREEMENT**

**BETWEEN**

**CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY**

**AND**

**IAFF LOCAL 4032**

**JANUARY 1, 2019 through DECEMBER 31, 2022**

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**PREAMBLE**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF OCEAN CITY, in the County of Cape May, a municipal corporation of the State of New Jersey (hereinafter called the "CITY"), and IAFF LOCAL 4032 (hereinafter called "ASSOCIATION"), is designed to maintain and improve a harmonious relationship between the CITY and the ASSOCIATION, and shall govern all rates of pay, wages, hours of work and other conditions of employment hereinafter set forth. This shall be through collective negotiations in order that more efficient and progressive public service may be rendered.

**ARTICLE I**

**ASSOCIATION RECOGNITION**

- A. The CITY hereby recognizes the ASSOCIATION for the purpose of collective negotiations as the exclusive representative of the salaried uniformed members of the Fire Department of the CITY, excluding the Chief and all other employees of the CITY.
- B. References in this agreement to "males" shall include "females" as well.

**ARTICLE II**

**MANAGEMENT RIGHTS**

- A. The CITY hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:
  - 1. The executive management and administrative control of the CITY government and its properties and facilities, and the activities of its employees;
  - 2. To hire all employees and subject to the provisions of law, to determine their



qualifications and conditions for employment, or assignment, and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

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

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

### ARTICLE III

#### RULES AND REGULATIONS

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

## ARTICLE IV

### ASSOCIATION REPRESENTATIVES & MEMBERS

A. The executive delegate or president or his designee of the ASSOCIATION shall be granted leave from duty with full pay for all membership meetings of the Association when such meetings take place at a time when such officer is scheduled to be on duty, provided that said delegate provides the Chief Officer of the Fire Department with 72 hours' written notice. Said delegate shall be permitted no more than six (6) days per year with pay for attendance at official functions of the Association, the purpose of same being to foster the purposes and intent of this Agreement and to improve all aspects of fire activities.

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

C. During negotiations, the ASSOCIATION representatives so authorized by the ASSOCIATION, not to exceed three (3), shall be excused from their normal duties for such periods of negotiations as may be agreed upon by the parties. Such excused individuals, however, shall be available for duty in the event that the need arises.

D. The CITY agrees to grant time off for conventions, pursuant to N.J.S.A. 11A: 6-10.

## ARTICLE V

### RETIREMENT

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

B. Retirement Health Benefits:

1. A member who retires on or after December 15, 1988, with 25 or more years of full-



time service with the City shall receive paid health benefit coverage (medical/major medical) for the retiree and his/her family.

2. A member who retires on or after July 10, 1992, with 25 or more years of service with the City shall receive prescription benefits consistent with plan documents for the retiree and his/her family.
3. A member who retires on or after January 1, 1995, with 25 or more years of service with the City shall receive an eye care plan for the retiree and/or his/her family. Coverage shall be consistent with vision plan with a maximum yearly benefit of \$500 for the retiree and/or his/her family.
4. Such coverage shall continue until the member and/or his/her spouse reaches age 65 and/or becomes eligible for Medicare/Medicaid.
5. An employee who retires on or after January 1, 2012, under the New Jersey Police and Firemen's Retirement System upon twenty-five (25) years of service in the pension and upon twenty (20) years of full-time service with the City shall be eligible to enroll in the City's current plan and receive the current benefit package, up to and including family coverage, that is being offered by the City, to be paid in full by the City until he/she reaches eligibility for full retirement at age 65 or later as determined by the Social Security Administration. At that time, the City's plan will become the secondary plan. The above benefit will be extended to any employee released from employment because of a certified permanent disability occurred as a direct result of his/her employ with the City in the line of duty. In all cases, on an annual basis, an employee will be required to sign a certification setting forth, under the penalty of perjury, that he/she or his/her spouse is neither eligible to participate in nor has

available to him/her an alternate health benefits program. Further, the employee's level of coverage (i.e., single, husband/wife, family, etc.) shall be no greater than the employee's actual level of coverage at time of retirement.

6. Effective upon signing of the new contract, all employees who retire or have retired within the meaning of PFRS and are paying Chapter 78 contributions shall instead contribute 10% of cost of health insurance. (This shall include John Murphy, Timothy Laverty, Brad Wiltshire and Harold Eckbold).
7. When a member and/or his/her spouse becomes eligible for Medicare/Medicaid, the CITY's health plan shall remain in effect as secondary provider. The CITY's maximum liability as secondary provider shall be \$20,000 annually per covered individual.
  - a. This benefit (secondary provider) shall be extended only to those members who retire after February 9, 1990.
8. A plan for members who would not be eligible for Medicare/Medicaid, whereby the member contributed a percentage of pay to participate, closed to enrollment November 30, 1992.
9. It is understood and agreed that health care coverage for retirees is not retroactive and will only apply to members who retired on or after December 15, 1988.
10. All members who retired before December 15, 1988, shall continue to have the option to remain covered under the CITY's health plan (medical/major medical) at their own expense.
11. An employee who retires due to accidental disability after July 10, 1992, and that employee is granted 66 2/3% Accidental Disability Retirement Benefits from the

Police and Firemen Retirement System, all medical benefits shall be continued until the death of the employee, spouse and children to age 26.

- a. The employee is entitled to enroll in COBRA during his/her appeal if not granted the 66 2/3% retirement. If the appeal extends beyond the 18 months' COBRA entitlement, the employee shall be eligible to continue the COBRA benefits for an additional period of 18 months (if not illegal), is approved by the City's insurance carrier and does not jeopardize the integrity of the health benefit plan. If an employee is granted the 66 2/3% disability as a result of his/her appeal, the city shall reimburse any premium(s) he/she paid under COBRA.

C. If a member dies in the line of duty after July 10, 1992, the CITY shall continue to provide in full force and effect all insurance benefits as specified in Sections A, B and C of Article XIV for the member's spouse until his/her death or remarriage, whichever comes first, and for the member's children until each reaches his/her 26<sup>th</sup> birthday.

D. If a member dies while in the employ of the City after May 31, 1994, the CITY shall continue to provide in full force and effect all insurance benefits as specified in Sections A, B, and C of Article XIV for the member's spouse and children until each child reaches his/her 26th birthday, or in the event that there are no children or the children have already reached their 26th birthday, the surviving spouse benefits will continue for three (3) years.

## ARTICLE VI

### EXTRA CONTRACT AGREEMENT

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

with the terms and provisions of this Agreement.

## ARTICLE VII

### LEAVES OF ABSENCE

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

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

## ARTICLE VIII

### WORK WEEK

A. The work day shall consist of 24 consecutive duty hours.

B. The normal work week shall consist of 56 hours in a nine (9) week cycle.

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

## ARTICLE IX

### OVERTIME

A. Overtime under this Agreement is defined as work in excess of 56 hours per week.

B. Overtime shall be compensated, unless otherwise provided, as time and one-half the employee's regular rate of pay, on the following basis:

1. 0 - 15 minutes      no compensation
2. 16 - 30 minutes    .5 hours compensation
3. 31 - 60 minutes    1.0 hours compensation

4. Thereafter, all overtime will be administered in .5 hour segments.

C. If any employee is called to work either on his/her group day off or at any other time, he/she shall be paid for all hours worked and shall be guaranteed a minimum of two (2) hours at time and one-half his/her regular rate of pay for non-emergency services (administrative duties, training, meetings, etc.) For a fire recall or to cover manpower shortages the minimum recall shall be four (4) hours.

D. All overtime for the Fire Department (over and above the 56 hour work week), the hourly rate is to be computed by dividing a week's pay by 40 hours.

E1. When overtime is required, it shall be worked by an employee of the same rank. If this is not possible, then overtime shall be worked by an employee on the promotional list for that rank. If neither of the above alternatives is possible, then the Fire Chief may choose any employee at his discretion to work the overtime. This provision does not apply to vacations or leaves of absence.

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

3. Out of Title Pay

- a. When a temporary vacancy occurs in the rank of Captain, the person(s) assigned to said vacancy shall be compensated, in addition to his/her normal

compensation, an additional rate of \$25.00 per scheduled on-duty 24-hour work day.

b. When a temporary vacancy occurs in the rank of Deputy Chief, the person(s) assigned to said vacancy shall be compensated, in addition to his/her normal compensation, an additional rate of \$35.00 per scheduled on-duty 24-hour work day.

c. When a temporary vacancy occurs in the position of Fire Chief (vacancy or unavailable for two (2) consecutive weeks) the person assigned to such vacancy shall be compensated in addition to his/her normal compensation an additional rate of \$50 per day.

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

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

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

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

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

the calculations required by FLSA. In the event of such an election, or any amendment thereto, the work schedule in force at that time shall continue, unaltered by said election. The CITY reserves the right to credit any overtime payments made pursuant to this Agreement against any overtime obligation incurred under FLSA.

K. All hours worked in excess of 120.5 hours per 18-day cycle, as per FLSA section 7(k) shall be compensated at the rate of one-half (½) time in addition to the member's regular salary.

**ARTICLE X**

**VACATIONS**

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

<u>Length of Employment</u>	<u>Annual Vacation Leave</u>
0 - 1 year	one-half (½) working day per month
1 - 5 years	eight (8) working days per year
6 - 10 years	11 working days per year
11 - 15 years	13 working days per year
16 - 20 years	15 working days per year
21 and over	17 working days per year

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

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

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

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

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

G. Two (2) vacation days per year may be requested to be used as a personal day in accordance with the provisions of Article XVII, A, 4. In this situation, two (2) vacation days will be deducted from the member's current annual vacation allowance (Art XVII, A, 4, d does not apply).

## ARTICLE XI

### HOLIDAY PAY

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

B. Employees shall receive 188 hours of holiday pay at straight time.

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

D. All employees covered by this agreement shall have holiday pay included as part of their bi-weekly base pay. The inclusion of holiday pay shall not be considered to be part of the employee's base salary for any computations other than for pension purposes and shall not be considered for overtime calculation purposes, terminal leave payments, or senior officer differential payments.



## ARTICLE XII

### INJURY LEAVE

A. If a member is incapacitated and unable to work because of a job-related injury or illness, she/he shall be entitled to injury leave with full pay during the period in which she/he is unable to perform his/her duties not to exceed one year as mutually certified by the member's own doctor and the CITY's doctor. These wages are to be offset by the amount of worker's compensation wage payments pursuant to Chapter XV of Title 34 of the revised statutes of the State of New Jersey.

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

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

4. Both parties agree to adhere to the light duty policy and schedule with respect to injuries that occur both in and out of the workplace. Both parties further agree to provide representation in conjunction with the Fire Chief to develop said policy.

### ARTICLE XIII

#### SICK LEAVE/TERMINAL LEAVE

##### A. SICK LEAVE

1. Sick leave shall continue as presently in effect, except for the following:
2. During the first year of employment only, Fire Fighters shall be entitled to and accrue one and one-quarter (1¼) calendar sick days per month. Thereafter, sick leave shall be added each year as of January 1st at the rate of 15 calendar days per year per Fire Fighter and shall be accumulative. When utilized, sick time shall be charged on a day-for-day basis.
3. In the event an employee's illness caused his/her absence from work for a period greater than three (3) consecutive work days, or totaling more than ten (10) work days in any one (1) calendar year, a physician's certificate secured at the employee's expense shall be required by the CITY. As long as the CITY retains the services of a CITY doctor, an employee may secure said physician's certificate from the CITY doctor.
4. The CITY may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. It is understood that if a member abuses his/her sick leave, the Fire Chief at his/her discretion may require said employee to obtain proof of illness from the CITY doctor. An employee, at his/her own expense, may obtain proof of illness from a physician of his/her choosing. If the employee fails to

obtain the required proof of illness, the Fire Chief at his/her discretion may order said employee back to duty, or may designate appropriate disciplinary action.

5. The ASSOCIATION further acknowledges that the CITY, through the Fire Chief or his/her designee, may adopt such sick leave verification policies from time to time to control sick leave abuses as it may determine necessary.
6. All unused sick leave accrued in any other Division/Department of the CITY shall be transferred to the Fire Department with the employee, provided that employment with the CITY is continuous. Any unused vacation time accrued in any other Division/Department shall be paid prior to the effective date of employment with the Fire Department. The unused sick leave transferred to the Fire Department shall be translated as it applies to the Fire Department.

**B. TERMINAL LEAVE COMPENSATION**

1. If a member retires without having used all of his/her sick leave, he/she shall be entitled to receive a one-time lump sum terminal leave payment as hereinafter calculated, subject to the limitations set below.
  - a. For terminal leave purposes only, the daily rate of pay shall be determined by dividing the member's 1993 annual salary by 260.
2. Criteria for payment of \$22,500.
  - a. Hired prior to January 1, 1985 -- 150 Days Needed
  - b. Hired after January 1, 1985 - 160 Days Needed
3. Criteria for payment in addition to \$22,500
  - a. For members hired before January 1, 1985

<u>DAYS</u>	<u>COMPENSATION PER DAY</u>
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151 & above \$100.00

b. For members hired after January 1, 1985

DAYS            COMPENSATION PER DAY

161 & above \$100.00

4. A member who is not eligible for \$22,500 by the above criteria shall be remunerated for accumulated sick days at the rate of \$100 per day.
5. Members have the option of participating in a terminal leave payment mutually agreed to by the individual and the Director of Financial Management.
6. If a member dies prior to retirement and is entitled to terminal leave pay, any remuneration due shall be paid to the individual's estate upon providing undisputed legal right to inherit and subject to limitation as stated above. The City solicitor will assist with required forms.
7. Employees hired after August 3, 2012 shall have their terminal leave capped at \$7,500.00 under Article XIII, Paragraph B(2).

#### ARTICLE XIV

##### INSURANCE, HEALTH & WELFARE

A. The CITY shall provide a comprehensive health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees and office visits as follows:

100%, no deductible in-network  
70%, no deductible out-of-network  
  
Annual dental maximum of \$1,500

Orthodontics coverage is as follows:  
Maximum lifetime benefit of \$3,000

Effective January 1, 2016, the City shall continue to provide a comprehensive base health benefit program equal to the State Health Benefit Direct 15 Plan including hospitalization, medical treatment, surgical fees, office visits, and major medical coverage as follows: 100% no deductible in-network, and 70% out-of-network. The co-payment for emergency room visits will be \$100.00 per visit.

1. It is agreed that upon reasonable request by either party, good faith discussions will occur to consider all aspects of cost containment pertaining to health benefits, including but not limited to plans, plan design, employee contributions, or changes in statutory provisions related to health care. It is agreed that either or both parties may use and have present professionals. It is further agreed that there shall be no changes, revisions, and/or modifications to the terms of this contract unless by mutual written consent and approval by the Governing Body and the respective members of the majority representative.

All coverages are effective for the member and his/her spouse and dependent children up to a maximum age of the end of the 26th year.

2. For all mental care (in-patient, out-patient and out-of-hospital), there is a \$15.00 co-payment out-patient; 100% coverage in-patient and 70% after deductible out-of-network benefit.
- B. The CITY shall provide a vision care program for the member and his/her family to include prescription eyeglasses and/or contact lenses. Coverage shall for the member and his/her family with a maximum yearly benefit of \$500.

C. The City shall provide, at its cost, a prescription drug plan for the individual member and his/her family. The co-pay for active members and their families is ineligible for reimbursement through the major medical part of the health plan. The co-pays are as follows:

Generic	\$3.00
Formulary Brand Name	\$10.00
Non-Formulary Brand Name	\$20.00

If, during the term of this contract, the drug formulary substantially changes, the City (represented by the Personnel Director) and the Association (represented by an Association designee) will meet to negotiate the substantial changes.

D. The CITY shall provide yearly pediatric well care visits to include immunizations for children up to 12 years of age with a 100% coverage, no deductible in-network. Health Care contributions shall be pursuant to C. 78 P.L. 2011.

E. The CITY shall provide a \$25,000 life insurance policy on the life of each member with the member to designate the beneficiary thereof. Upon separation from service, the member, at his/her option and cost, may convert said life insurance policy on an individual basis.

F. The CITY shall provide the employee with legal aid as required by State statute.

G. An employee, upon retirement with less than 25 years' City service, and at his/her expense, shall be permitted to continue the hospitalization, medical treatment, major medical coverage, surgical fees and office visits portion of the health benefit program.

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

I. If a member is killed in the line of duty, the City will pay up to \$6,000 for funeral expenses upon presentation of verified bills/invoices.

## ARTICLE XV

### EXCHANGE OF DAYS OFF

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

## ARTICLE XVI

### CLOTHING ALLOWANCE

A. The CITY shall provide a \$1,200 clothing allowance given annually to members for the maintenance and replacement of clothing used for work within 45 days of budget adoption.

NOTE: Amounts shall be reported to the Internal Revenue Service based upon applicable law.

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

C. All personal items that are damaged, destroyed or lost in the line of duty, which are not covered by insurance, shall be replaced by the CITY after inspection and certification by the Fire Chief. The CITY's liability shall be limited to \$300.

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

E. Properly fitting and serviceable work uniforms, as approved in departmental policy, shall be worn to and from work as well as during working hours.

F. Pursuant to NJ PEOSHA Safety and Health Standard 12:100-10.7, all workstation uniforms deemed not serviceable by the annual Fire Department Inspection shall be replaced by the City with no cost to the member.

## ARTICLE XVII

### TIME OFF

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

1. Death in the immediate family, from the date of death to and including the day of the funeral, with a maximum of seven (7) calendar days in the event of travel. The amount of time off granted is to be determined by the Fire Chief. One working day will be authorized, if requested, for attending services for the death of an aunt or uncle.
2. Serious illness in the immediate family residing with the employee, or childbirth of the employee's spouse with a maximum of three (3) calendar days. A doctor's note shall be required as proof.
3. Immediate family shall consist of wife, husband, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild or spouse's grandparent.
4. Personal Day - A member shall receive one (1) personal day per calendar year to attend to his/her personal business.



- a. A personal day shall be granted at any time providing there is no scheduling conflict at the time of submittal. (A scheduling conflict shall mean any time the City would have to compensate someone at time and one-half to give the member the day off.) The employee must provide forty-eight (48) hours notice except in cases of emergency as approved by the Chief such approval shall not be unreasonably withheld.
  - b. A personal day submittal shall be processed within seven (7) working days.
  - c. A personal day will be granted upon the recommendation of the shift commander and approval of the Chief and, once approved will not be rescinded due to a scheduling conflict.
  - d. A personal day may be used/requested in 1/2 or full day increments.
  - e. Any time off granted under paragraph 4 shall not be deducted from any other time or benefits owed to the member.
- B. No time off under this Article shall be accumulative.

### ARTICLE XVIII

#### MILITARY LEAVE

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

### ARTICLE XIX

#### GRIEVANCE PROCEDURES

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise 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. The term "grievance" as used herein, means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and may be raised by an individual, the ASSOCIATION at the request of and on behalf of an individual or the CITY.

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

Step 1: The aggrieved shall institute action under the provisions hereof within 30 calendar days after the event (effective on contract signing) giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said 30 calendar days shall be deemed to constitute an abandonment of the grievance.

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

Step 3: If the ASSOCIATION wishes to appeal the decision of the Fire Chief, such appeal shall be presented in writing to the Business Administrator within ten (10) calendar days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Administration's designated representative agrees to meet with the grievance committee upon request to resolve such grievance. The Administration's designated representative shall respond in writing, to the grievance within 20 calendar days after such meeting. If no such hearing is held, the Administration's designated representative's response shall be in writing, within 30 calendar days after the date of submission.

Step 4: Within thirty (30) calendar days after receipt of the Step 3 Decision, the ASSOCIATION or the CITY shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey PERC. The cost of the services of the arbitrator shall be borne equally by the CITY and the ASSOCIATION. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

E1. The parties direct the arbitrator to decide, as a preliminary question, whether the arbitrator has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

F. The designated ASSOCIATION representatives shall be permitted as members of the grievance committee to confer with employees and the CITY on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the designated representative's Division Department or require the recall of off-duty employees, and further provided that permission is granted in advance by the Fire Chief or his designee.

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

H. In the event the aggrieved elects to pursue remedies available through the Civil Service Commission, 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 30 calendar days after the decision rendered by the Administration's designated representative on the grievance. In the event the grievant pursues his/her remedies through the Civil Service Commission, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the ASSOCIATION.

**ARTICLE XX**

**QUALIFICATIONS OF EMPLOYMENT**

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

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

**ARTICLE XXI**

**WAGES**

A. Except as herein provided for in the case of new hires, there shall be general wage increases across the board as follows:

Effective 1/1/19	2.0% plus increment
Effective 1/1/20	1.75% plus increment
Effective 1/1/21	1.75% plus increment
Effective 1/1/22	2.00% plus increment

All employees hired after July 1, 2019 shall have a starting salary of \$44,113.00

**SUPERIOR OFFICER "BASE"**

		2.0%	1.75%	1.75%	2.00%
<u>Rank</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Captain	100,388	102,396	104,188	106,011	108,131
Deputy					

Chief	114,718	117,012	119,060	121,144	123,567
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**HIRED ON OR PRIOR TO 7/1/2019 "BASE"**

		2.0%	1.75%	1.75%	2.00%
<u>Year</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
1	44,113	44,995	45,783	46,584	47,516
2	49,539	50,530	51,414	52,314	53,360
3	54,965	56,064	57,045	58,044	59,205
4	60,392	61,600	62,678	63,775	65,050
5	65,818	67,134	68,309	69,505	70,895
6	71,246	72,671	73,943	75,237	76,741
7	76,671	78,204	79,573	80,966	82,585
8	82,098	83,740	85,205	86,697	88,430
9	87,525	89,276	90,838	92,427	94,276
10	92,951	94,810	96,469	98,157	100,121

**HIRED AFTER 7/1/2019 "BASE"**

		1.75%	1.75%	2.00%
<u>Year</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
1	44,113	44,113	44,113	44,113
2	48,722	49,575	50,442	51,451
3	53,331	54,264	55,214	56,318

4	57,940	58,954	59,986	61,185
5	62,549	63,644	64,757	66,053
6	67,158	68,333	69,529	70,920
7	71,767	73,023	74,301	75,787
8	76,376	77,713	79,073	80,654
9	80,985	82,402	83,844	85,521
10	85,594	87,092	88,616	90,388
11	90,203	91,782	93,388	95,255
12	94,810	96,469	98,157	100,121

B. So that Fire Fighters in the steps may receive the increments closer to their anniversary date of hire, starting in 1993 the Association will provide a list of eligibles (only those hired after 7/1/92) to the Payroll Division for verification by November of each year for the succeeding year. Those identified and verified will receive the increment increase in the first payroll of the next quarter following their anniversary months.

\* Attached to this Agreement as Addendum "A" are terms and conditions of employment which apply to staff Deputy Chief and staff Captain positions.

**ARTICLE XXII**

**LONGEVITY**

A. Employees hired before January 1, 2009 shall receive longevity pay, which shall be computed in the following manner:

5 - 9 years of service                      2%

10 - 14 years of service	5%
15 - 19 years of service	8%
20 - 23 years of service	10%
24+ years of service	12%

B. Employees hired on or after January 1, 2009 shall be entitled to longevity pay in accordance with the following schedule:

6 - 9 years of service	\$1,598
10 - 14 years of service	\$3,996
15 - 19 years of service	\$6,393
20 - 23 years of service	\$7,991
24+ years of service	12% not to exceed \$10,000

C. Employees hired on or after March 20, 2012, shall be entitled to Longevity pay in accordance with the following schedule:

- a. At the beginning of the 10<sup>th</sup> year of service through the completion of the 14<sup>th</sup> year of service: \$3,996
- b. At the beginning of the 15<sup>th</sup> year of service through the completion of the 19<sup>th</sup> year of service: \$6,393
- c. At the beginning of the 20<sup>th</sup> year of service through the completion of the 23<sup>rd</sup> year of service: \$7,991
- d. At the beginning of the 24<sup>th</sup> year of service and thereafter: 12% (not to exceed \$10,000)

Employees hired after January 1, 2009, who become Superior Officers, shall have the same conversion formula with the following maximums on the 12% value at and after 24 years of service.

Captains	\$12,000
Deputy Chiefs	\$14,000



**Captains**

6 - 9 years of service	\$1,720
10 - 14 years of service	\$4,300
15 - 19 years of service	\$6,880
20 - 23 years of service	\$8,600
24+ years of service	12% not to exceed \$12,000

**Deputy Chiefs**

6- 9 years of service	\$1,955
10 - 14 years of service	\$4,887
15 - 19 years of service	\$7,818
20 - 23 years of service	\$9,773
24+ years of service	12% not to exceed \$14,000

D. All Fire Fighters appointed from January 1st through June 30th shall receive the longevity retroactive to January 1st of the year appointed. All members appointed from July 1st through December 31st will receive their longevity retroactive to July 1st of the year appointed and payable on the first payday in July. The Association will provide a list of eligibles to the Payroll Division for verification by November of each year for the succeeding year.

E. All employees hired after July 1, 2019 shall not be eligible for longevity.

**ARTICLE XXIII**

**PROBATIONARY PERIOD**

A. New employees shall serve a probationary period of one (1) year. During said probationary period they shall be paid as qualified first year employees. For the purpose of seniority

and longevity, the original date of hire should be used, provided that employment is continuous in the Fire Department.

#### ARTICLE XXIV

##### CIVIL SERVICE COMMISSION

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

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

#### ARTICLE XXV

##### SCHOOLING

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

1. The cost of recertification(s) shall be borne by the CITY.

2. The City shall fund a college tuition and books account in the amount of \$6,000.00.

B. In addition to his/her salary, each member shall receive an additional \$35.00 per year for each job-related college credit acquired. Upon entry into service on the Fire Department, all college credits previously earned by members of this Division may be submitted for review to the Personnel Director to determine whether said credits qualify for payments under this section. No credits earned in basic training qualify for payment under this section.

1. When a member earns a two-year degree in any Fire Science curriculum, he/she shall

receive an increase in his/her salary of \$1,400.00.

2. When a member earns a four-year degree in any Fire Science curriculum, he/she shall receive an increase of his/her salary of \$1,800.00.
3. The maximum amount of compensation a member may receive for college credits when accumulative as set forth above, without having received a two-year or a four-year degree, would be \$900.00.
4. When a member attends any Fire Science related courses that are accredited under the nationally recognized continuing education (C.E.U.) system, or National Fire Academy courses or New Jersey Fire College courses, these courses shall be equivalent to 0.5 C.E.U.'s per day of instruction and the member earns an accumulated total of five (5) C.E.U.'s, this accumulated total shall be considered equal to one (1) college credit for payment as specified in Section B. above.
  - a. Any C.E.U.'s transferred into college credits as per Section B.4. above shall cease to be payable under this section and shall become payable under Section B. Any courses that are or become required to maintain a level of proficiency under State-mandated training requirements for the member's job title shall not be payable under this Section. The maximum payable under this Section either singularly or in combination with Section B.3. above shall be \$900.00.
  - b. All courses shall be taken during an employee's off duty hours, as specified in Section E. below. This section shall apply to all C.E.U.'s earned subsequent to February 9, 1990.
- C. All courses to be submitted for approval by a member must be turned in prior to

January 15th and July 15th of each year for payment of said credits.

D. Credits eligible for payment under this section, other than in Section B.4., shall include all courses that are required to obtain a Fire Science degree at any college. The program and the courses required thereof shall be eligible for payment under this section, and this payment is to include full tuition, all books and credits.

E. Courses must be taken during an employee's off-duty hours.

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

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

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

I. The CITY shall reimburse all members for meals, gasoline and tolls while attending job-related schools. The amount of reimbursement shall be \$8.00 for lunch and \$11.00 for dinner.

J. In the event an employee is not able to use a CITY vehicle to attend a job-related school, he/she shall be compensated at the rate of \$.29 per mile and tolls.

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

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

M. A member who is or becomes a certified EMT-B shall receive an annual stipend of (2019) - \$4,863; (2020) - \$4,948; (2021) - \$5,035; and (2022) - \$5,136.

1. This stipend is in addition to regular salary, overtime, schooling stipend, FLSA and longevity, if applicable and payable in the bi-weekly paychecks as though it were added to base pay prior to calculating longevity. Members shall be eligible for the stipend each year the membership provides EMT-B services and remains certified.

N. Recertification shall be the sole responsibility of the employee. If an employee fails recertification, he/she shall have the right to re-enroll in the recertification course an additional two times. However, continuation of and payment of the stipend shall be dependent upon successful completion of the course. The Association will provide a list of eligibles to the Payroll Division for verification by November of each year for the succeeding year.

## ARTICLE XXVI

### DUES DEDUCTIONS

The requirements of this Article shall be in accordance with the U.S. Supreme Court's 2017 ruling in Janus v. AFSCME Council 31, and the New Jersey Workplace Democracy

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

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the ASSOCIATION shall furnish to the CITY written notice 30 days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for each employee.

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

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

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the CITY Treasurer. The filing of notice of withdrawal shall be effective immediately.

## ARTICLE XXVII

### MUTUAL COOPERATION PLEDGE

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

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

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

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

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

### ARTICLE XXVIII

#### MISCELLANEOUS

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

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

C. All disciplinary action, including suspension, taken against any employee shall be done in accordance with Civil Service Commission Rules and Regulations. In cases when the Chief

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

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

E. Except in emergency situations, the CITY agrees that they will not require any outside training evolutions or routine scheduled annual inspections when the temperature is below 32 degrees Fahrenheit or above 90 degrees Fahrenheit.

F. A committee of management and Association members will be formed to evaluate various issues during the term of this contract. They shall meet at least once per quarter.

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

## ARTICLE XXIX

### FAIR LABOR STANDARDS ACT

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

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



3. Establishing procedures to monitor and control hours worked and overtime;
4. The crediting of any overtime payments made pursuant to this Agreement against any overtime obligation incurred under FLSA;
5. Establishing such rules and regulations as may be necessary to ensure compliance with the provisions of FLSA.

### ARTICLE XXX

#### SEPARABILITY & SAVINGS

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

### ARTICLE XXXI

#### FULLY BARGAINED CLAUSE

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 XXXII**

**DURATION**

A. This Agreement, as amended, shall be in full force and effect as of January 1, 2019, and shall remain in effect to and including December 31, 2022, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than 150 days, nor no later than 120 days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals in the City of Ocean City, New Jersey on this 15 day of JANUARY, 2019. ~~2020~~

**FOR THE CITY**

*[Handwritten Signature]*  
\_\_\_\_\_

**FOR THE ASSOCIATION**

*[Handwritten Signature]*  
Robert G. Bender  
\_\_\_\_\_  
\_\_\_\_\_

**ADDENDUM "A"**

**SIDEBAR AGREEMENT FOR STAFF DEPUTY CHIEF**

**AND STAFF CAPTAIN POSITIONS**

**ARTICLE VIII**

**WORK WEEK**

- A. The work week will consist of 42.5 hours worked per week. The schedule will be set between the administrative staff member and the Chief of the Department or his designee. The member will work within a timeframe between 0600 and 1800 hours. The typical workday would be on a Monday through Friday schedule. However, the Chief may accommodate weekend hours if requested. The member's schedule can be worked outside of these hours with advance notice.

**ARTICLE IX**

**OVERTIME**

- A. Overtime will be compensated per the current contract Article IX. The administrative member will be included in all overtime opportunities with members on the suppression line, not to be limited to fire recalls and special assignments. They will be contacted for all staffing shortages when their turn occurs. If able to work the overtime, providing that there is no prior work conflict; they will be compensated for all hours worked above their normal 42.5 hour work week.

**ARTICLE X**

**VACATION**

A. Annual vacations shall be granted as follows:

1. From date of hire to the end of the first year - one (1) working day for each month.
2. Second (2nd) through fifth (5th) year - 12 working days.
3. Sixth (6th) through tenth (10th) year - 18 working days.
4. Eleventh (11th) through 15th year - 22 working days.
5. Sixteenth (16th) through 20th year - 27 working days.
6. Twenty-first (21st) year to date of retirement - 30 working days.

**ARTICLE XI**

**HOLIDAY PAY**

As per current contract. Administrative officers are not required to work on City of Ocean City elected holidays.

**ARTICLE XIII**

**SICK LEAVE**

As per current contract.

**ARTICLE XXII**

**WAGES**

As per current contract.

**TERMINAL LEAVE**

As per current contract.

### MUTUAL AGREEMENT FOR STAFF POSITION

The Chief will post all administrative openings for members to submit letters of interest. These members will be considered for an opening. When an opening is vacant, or an addition added, to the administrative positions, such opening shall be filled by a member as chosen by the Chief. The Chief will replace rank for rank as it matches up with current table of organization. The Chief has the right to place the personnel as he sees best for the department. The Chief will try to accommodate personnel with special circumstances. It is understood by both the CITY and the ASSOCIATION that these staff positions are administrative and are not to be considered when determining minimum manning requirements for the CITY.

**ADDENDUM "B"**

**SIDEBAR AGREEMENT**

**DONATED LEAVE POLICY**

This Sidebar Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the City of Ocean City (hereinafter called the "City") and IAFF Local 4032 (hereinafter called "Association").

It is agreed and understood between the City and the Association that all sick leave donations with other city employees shall be on a day for day basis, not an hourly equivalent basis.

FOR THE CITY

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FOR THE ASSOCIATION

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## ADDENDUM B

### 6.24 DONATED LEAVE POLICY

**Purpose:** To provide a mechanism for permanent City employees to voluntarily donate a portion of their earned sick time to other permanent City employees who have exhausted their own earned sick and vacation time, and who are suffering from a non-occupational, catastrophic health condition or injury which necessitates the employee's prolonged absence from work.

**Policy:** The following detailed specifications comprise the City of Ocean City's Donated Leave Policy, which is in compliance with NJSA 4A:6-1.22.

**Eligibility:**

Recipient

A permanent City employee shall be eligible to receive donated sick time from other permanent City employees if the requesting employee meets all of the following criteria:

1. Must be suffering from a non-occupational catastrophic health condition or injury, or the employee is required to provide care for a member of their immediate family who is suffering from a catastrophic health condition or injury, either of which necessitates the employee's prolonged absence from work and for which the employee has no availability of paid leave.

Catastrophic health condition or injury is defined as follows:

With respect to an employee, a catastrophic health condition or injury is a life-threatening condition or a combination of conditions, or a period of disability required by his or her mental or physical health, or the health of the employee's fetus, and requiring the care of a physician who provides medical verification of the need for the employee's prolonged absence from work, which is a minimum of 30 sick days.

With respect to an employee's immediate family member, a catastrophic health condition or injury is a life-threatening condition, or a combination of conditions, or a period of disability required by the family member's mental or physical health, and requiring the care of a physician who provides medical verification of the need for the family member's care by the employee for a prolonged period of time.

2. Must produce acceptable medical verification from a physician or other health care provider. The medical verification must indicate the nature, severity, and the anticipated duration of the disability resulting from the catastrophic health condition or injury.

3. Must have completed a minimum of one year of continuous City employment.
4. Must have exhausted all accrued paid leave time, including compensatory, personal, sick and vacation.
5. Must receive a minimum of five (5) donated leave days from one or more donors in order to participate in the program.
6. In the two-year period preceding the employee's need for the donated leave, the recipient has not been disciplined for chronic or excessive absenteeism, chronic or excessive lateness, or abuse of sick leave.
7. Must use a minimum of 20 days of their own sick time, paid or unpaid, before the donated sick time can become effective.

### **Donor**

In order to be eligible to donate sick time to another employee, the donor must meet the following:

1. Only whole sick days may be donated.
2. Donor must have remaining a minimum of 20 days of accrued sick leave, after the donation is made.
3. Must not have solicited or accepted anything of value for the donation.

### **Procedure:**

1. Any permanent employee who meets the criteria may request participation in this program. The employee should contact the Director of Personnel and Labor Relations at extension 9363, Third Floor of City Hall. A supervisor, a manager or a department head may also initiate this process on behalf of the employee.
2. Once a request is submitted, Personnel will require medical documentation concerning the nature, the severity and the anticipated duration of the medical condition necessitating the prolonged absence from work.
3. Once a recipient is approved for the program, a representative from the Personnel Division will, with the consent of the recipient, post on employee bulletin boards, inter-City electronic mail, and any other appropriate means of communication, the name of the recipient. If the employee is unable to consent, a family member may consent on behalf of the employee. The Personnel Division will also provide notice to all of the union presidents who have accepted this policy through collective bargaining.
4. Eligible permanent employees may donate only whole sick days, up to a maximum of 10 days to any one recipient.



5. The donor and the recipient (or a family member, if the recipient is unable to do so) must complete the required forms.
6. City employees are prohibited from intimidating, threatening or coercing, or attempting to threaten or coerce another employee for the purpose of interfering with rights involving donating, receiving, or using donated leave time. Such prohibited acts shall include, but not be limited to, promising to confer or conferring a benefit (such as an appointment, promotion or compensation), making a threat to engage in, or engaging in an act of retaliation against an employee. Any employee, who engages in such prohibited conduct, shall be subject to disciplinary action.
7. The donor's sick time will be reduced by the number of whole days being donated. Once the sick time has been donated, it may not be revoked by the donor.
8. The recipient's sick time will be credited with the donated sick time indicating the identity of the donor. The recipient may receive whole days from more than one donor, up to a maximum of 180 total donated days from all sources. Records will be maintained in the Personnel Division, indicating the donor's name and the number of sick days donated.
9. Should the recipient return to work, or otherwise terminate the leave with donated sick time remaining, that time will be returned to the donor(s) on a prorated basis in whole days.
10. While using donated sick time, the recipient will continue to accrue sick time and shall be entitled to retain such accrued time upon return to work.
11. Upon retirement, the recipient shall not be granted supplemental compensation on retirement for any unused sick days which were received through the donated leave program.
12. If a leave donor is not in the same department as the leave recipient, appropriate arrangements will be made by the Personnel Division to verify donor eligibility and to adjust the leave records.

The Director of Personnel and Labor Relations has been designated as the administrator of this program, and any questions regarding it should be directed to the Personnel Division.

Approval of Policy Number 6.24 – Donated Leave Policy for the City of Ocean City

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Michael Dattilo, Business Administrator

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Joann Cioeta, Personnel Director

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Date

**City of Ocean City**

**Donated Leave Program**

**Request To Participate**

(Must be completed by the requesting employee for a family member)

**Employee's Name:** \_\_\_\_\_

**Department/Division:** \_\_\_\_\_

**Requested by:** \_\_\_\_\_

**Note:** Medical documentation concerning the nature, the severity, and the anticipated duration of the leave must be attached. Medical documentation will be kept confidential and will be maintained in the employee's individual medical file located in the Personnel Office.

Please check one:

\_\_\_\_\_ I consent to the posting of my name and department on City employee bulletin boards.

\_\_\_\_\_ I do not consent to the posting of my name and department on City employee bulletin boards.

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Employee or Family Member Signature

**To Be Posted on All City Employee Bulletin Boards**

**To:** All City Employees

**From:** Joann Cioeta, Director  
Personnel & Labor Relations

**RE:** Donated Leave Program

The following employee has applied for participation in the City's Donated Leave Program and has met the eligibility requirements.

Any City employee who wishes to donate sick days to the employee may do so by completing the attached "Donor Transfer Form," and by returning it to the Personnel Division.

**City of Ocean City  
Donated Leave Program**

**Donor Transfer Form**

This is authorization to the Personnel Division to transfer sick time as indicated below to be used by the City of Ocean City as the Recipient's personal sick time.

**Donor Section**

To be completed by the employee who is donating the sick time.

I wish to donate \_\_\_\_\_ sick days to the following City employee, and I certify that this will not reduce my sick leave balance below 20 days.

**Recipient's Name:** \_\_\_\_\_

**Recipient's Department/Division:** \_\_\_\_\_

**Donor's Name:** \_\_\_\_\_

**Donor's Department/Division:** \_\_\_\_\_

**Donor's Signature:** \_\_\_\_\_

**Certification Section**

To be completed by the recipient (or the recipient's family member).

I certify that I have not solicited anything of value for the donation of paid sick and/or vacation time.

**Recipient's Name:** \_\_\_\_\_

**Recipient's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Recipient's Department/Division:** \_\_\_\_\_

This completed form must be returned to the City's Personnel Division in City Hall.

**Personnel Division Disposition**

\_\_\_\_\_ Your request to transfer the above sick day(s) is approved.

\_\_\_\_\_ Your request to transfer the above sick day(s) is not approved for the following reason:

