

County of Ocean
MEMORANDUM
Employee Relations

TO: Julie Tarrant, County Comptroller/Chief Financial Officer

FROM: Robert Greitz, Director, Employee Relations 

DATE: August 31, 2022

SUBJECT: Assistant Fire Marshal – FMBA, Local 98
New Contract - April 1, 2022 – March 31, 2025

CC: Michael Fiure, Administrator
Tristin Collins, Assistant Administrator
Daniel Mulligan, O.C. Fire Marshal

Attached is the Contract with the Firemen's Mutual Benevolent Association Local 98 (FMBA 98) that was approved by the Board of Commissioners, as well as the union membership. The following are the highlighted changes:

- I. **DURATION (ARTICLE 31):** Three Year (April 1, 2022 – March 31, 2025)
- II. **ARTICLE III (STAND-BY-PAY)** – Standby Pay will increase as follows:

April 1, 2023 = \$280.00
April 1, 2024 = \$310.00
- III. **ARTICLE 31 (SALARIES)** - Salary Increases

April 1, 2022 – Effective April 1, 2022, and retroactive thereto, all members in the bargaining unit who were employed on April 1, 2022, shall receive an increase of 2.0%, but not less than Two Thousand dollars (\$2,000).

April 1, 2023 – Effective April 1, 2023, all members in the bargaining unit shall receive an increase of 2.0%, but not less than Two Thousand One Hundred dollars (\$2,100).

April 1, 2024 – Effective April 1, 2024, all members in the bargaining unit shall receive an increase of 2.0%, but not less

than Two Thousand Two Hundred dollars (\$2,200).

Employees working less than forty (40) hours per week shall have any flat dollar adjustments prorated.

- IV. **ARTICLE 2 (HOURS OF WORK)** – The parties shall discuss and seek to develop a mutually agreeable pilot plan for ten (10) hour workdays by October 31, 2022, to be effective beginning January 1, 2023. (One year pilot program). If parties cannot reach an agreement, then the pilot program does not occur.

If you have any questions, please let me know. Thank you.

**AGREEMENT
BETWEEN
THE OCEAN COUNTY BOARD OF COMMISSIONERS
AND
F.M.B.A., LOCAL 98
REPRESENTING ASSISTANT FIRE MARSHALS**

APRIL 1, 2022 - MARCH 31, 2025

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PREAMBLE

This Agreement, executed on the 17th day of August, 2022 by and between the Board of Commissioners of the County of Ocean; State of New Jersey, hereinafter referred to as the 'EMPLOYER' and the Firemen's Mutual Benevolent Association, Local 98, commonly known as the Office of the Fire Marshal, County of Ocean, State of New Jersey, hereinafter known as the 'EMPLOYEE'.

WITNESSETH

In consideration of the promises and mutual covenants hereafter contained, the employer and employees agree as follows:

ARTICLE 1 **RECOGNITION OF ASSOCIATION**

SECTION 1: The employer recognizes the F.M.B.A Local 98 as the exclusive representative of all employees in the negotiating unit as hereinafter defined for the purposes of collective bargaining and all other activities related thereto pursuant to the Public Employment Relations Act of the State of New Jersey (R.O. 94-68) and other applicable law.

SECTION 2: The bargaining unit consists of all regular full-time employees holding the title of ASSISTANT FIRE MARSHAL and are employed by the Ocean County Fire Marshal's Office. Supervisory employees not included in the bargaining unit are those of the following rank: FIRE MARSHAL.

ARTICLE 2 **COLLECTIVE BARGAINING PROCEDURE**

SECTION 1: Collective bargaining with respect to rates of pay, hours of work and all other conditions of employment shall be conducted by the respective duly authorized bargaining agents of the employer and the employee.

SECTION 2: Members of the F.M.B.A. Local 98 designated by the employees to participate in collective bargaining meetings called for renegotiation pursuant to the terms and provisions of this agreement, shall be excused from work assignments while in attendance at such meetings. Said members will not exceed three (3).

ARTICLE 3
HOURS OF WORK

REGULAR WORK WEEK:

- A. The employer and the employees understand and agree that all persons covered by this Agreement will work a minimum of forty (40) hours per week. The normal work week shall be Monday through Friday (8:00 A.M. to 4:30 P.M), eight (8) hours a day, not including a one-half hour unpaid meal break and shall be promulgated by the Ocean County Fire Marshal or his/her designee. Shifts may be adjusted by the employer with two weeks advanced notice.
- B. The parties shall discuss and seek to develop a mutually agreeable pilot plan for ten (10) hour workdays by October 31, 2022. If agreement can be reached between the parties, any such plan shall be effective from January 1, 2023 through December 31, 2023, with the possibility of extension for the remainder of the contract based upon mutual consent of the parties. It is understood that any agreement reached would require agreement on specific days employees must work, impact upon holidays, overtime availability and calculation, total number of leave time available and how such time would apply in ten-hour work day situations, and other necessary issues.

ARTICLE 4
STAND-BY PAY

Employees covered by this Agreement, serving stand-by duty as heretofore provided, will be paid at the following rate of Two Hundred forty Dollars (\$240.00) for any given seven (7) day stand-by period.

Effective April 1, 2023, the stand-by pay shall be increased to Two Hundred Eighty Dollars (\$280.00).

Effective April 1, 2023, the stand-by pay shall be increased to Three Hundred Ten Dollars (\$310.00).

Any call of duty initiated by a supervisor of employees serving stand-by duty shall be considered authorized overtime and said overtime shall be paid in addition to the stand-by pay. The number of personnel on stand-by at any given time is a matter to be determined wholly at the discretion of the Fire Marshal.

ARTICLE 5
COMMITTEES

SECTION 1: NEGOTIATION COMMITTEE: The employer shall permit three (3) members of the Employee's Negotiating Committee to attend collective bargaining meetings during the duty hours of its members, without loss of pay.

SECTION 2: ASSOCIATION MEETINGS: President or delegate of this bargaining unit may use up to a total of fifteen (15) aggregate days for Association business each year. Employees must request utilization of the leave at least forty-eight (48) hours prior to the taking of such time and the employees agree that the taking of such time shall not impede the operation of the Fire Marshal's Office when it is taken. All use of such time shall be reported to the Association and the employer to ensure that employees are actually utilizing time for Association business. Statutory convention days shall not be counted against contractually allowable days (N.J.S.A. 40A:14-177 & N.J.A.C. 4A:6-1.13).

ARTICLE 6
HOLIDAYS

SECTION 1: POSTED HOLIDAYS: Each full-time employee covered by this Agreement shall be granted the following twelve (12) holidays with pay, to be observed on the dates specified each January by the Ocean County Board of Commissioners:

New Year's Days	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Election Day	Good Friday
Thanksgiving Day	Memorial Day
Independence Day	Christmas Day

SECTION 2: The Fire Marshal will comply in granting a Holiday whenever the Governor of the State of New Jersey and Board of Commissioners issue official proclamations granting an additional holiday. Employees working on any of the above days shall receive overtime pay at a rate of time and one-half (1-1/2X) times their regular pay.

ARTICLE 7
SICK LEAVE

SECTION 1: Sick Leave shall accumulate in hours at the rate of one and one quarter (1-1/4) days per month in the first year of service, commencing on the first month or major portion thereof, from date of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, pro-rated, shall be credited to the employee. If separation occurs before the end of

the year and more Sick Leave has been taken than apportioned on a pro-rate basis, the per diem rate of pay for the excess days shall be deducted from the final pay.

SECTION 2: Sick Leave shall accumulate from year to year with an additional fifteen (15) days credited, in hours, to the employee at the beginning of each successive calendar year.

SECTION 3: Days lost due to injury or illness arising out of or caused by County employment, for which the employee has a claim for Worker's Compensation, shall not be charged to Sick Leave. Paid holidays occurring during a period of Sick Leave shall not be chargeable to Sick Leave.

SECTION 4: Employees in this bargaining unit are also eligible for coverage under the County's reimbursement for unused Sick Leave at Retirement Policy. This policy provides for reimbursement for unused sick hours at retirement on the basis of one half (1/2) pay for each earned and unused sick hours to a maximum of \$15,000. Employees are responsible for following all of the conditions and controls of this policy and all pertinent forms must be submitted to the Department of Employee Relations at least sixty (60) days prior to the date retirement commences. Employees will have a choice of selecting either a lump sum payment or payments spread over a three-year period. The estates of unit members who die while still employed by the Board of Commissioners shall also receive the same benefits within the guidelines described above.

SECTION 5: An employee who is absent on Sick Leave for five (5) or more consecutive days shall be required to submit acceptable medical evidence substantiating the illness to the Fire Marshal on the sixth (6th) day. This certificate should be in writing and should indicate the date of illness and the approximate date that the employee will be capable of returning to his/her regular duties. Upon returning, the employee must submit, at his/her own expense, a doctor's certificate advising that the employee is able to resume his/her full duties.

SECTION 6: When the employee officially notifies the County of their leaving employment with the County for any reason, the employee will be required to provide medical documentation for any sick time, earned and unearned, used during the last two (2) months of employment. If documentation is not provided, the employee will not be paid for any sick time taken during this period.

SECTION 7: The County may require proof of illness or injury when there is a reason to believe an employee is abusing Sick Leave.

SECTION 8: Employees continue to earn sick time while on Leave of Absence for up to 12 weeks. Employees on leave of absence for 12 or more consecutive weeks do not earn sick time until their return to full time status.

ARTICLE 8 **OVERTIME**

SECTION 1: Employees who are required to work overtime shall be paid at the regular rate of pay for the first forty (40) hours worked in each week and shall be paid at the rate of one and one-half times (1-1/2X) their regular pay for all hours worked in excess thereof.

SECTION 2: An employee shall be required to maintain appropriate records of overtime as required by the employer.

SECTION 3: Any employee who receives compensatory time, at the request of the employee, and with the prior approval of the employer, shall receive the compensatory time on an hour for hour straight time basis unless compensatory time is received in lieu of overtime in which case compensatory time shall be received on a time and one-half basis for each hour worked.

ARTICLE 9 **VACATIONS**

The County's vacation program is set forth as follows:

- A. For an employee with no more than twelve (12) months of service, one (1) day, in hours, for each calendar month employed.
- B. For an employee who has served twelve (12) calendar months and one (1) day up to a total of forty-eight (48) months, twelve (12) working days, in hours.
- C. For an employee who has served forty-eight (48) calendar months plus one (1) day up to a total of one hundred thirty-two (132) calendar months, fifteen (15) working days, in hours.
- D. For an employee who has served forty-eight (48) calendar months plus one (1) day up to a total of one hundred thirty-two (132) months plus one (1) day up to a total of two hundred twenty-eight (228) calendar months, twenty (20) working days, in hours.
- E. For an employee who has served two hundred twenty-eight (228) calendar months plus one (1) day, twenty-five (25) working days, in hours.

Vacation time must be earned before it can be used. Each employee will be informed of his/her vacation time through utilization of the County's computer system. Any employee leaving the service of the County shall have earned but unused vacation time paid to him/her. Unearned but used vacation time will be deducted from the employee's last pay, if termination of service occurs.

Permission may be granted with notice to the Fire Marshal or designee for an employee to use vacation days individually.

ARTICLE 10
HOSPITAL, SURGICAL, MAJOR MEDICAL, PRESCRIPTION
AND RETIREMENT BENEFITS

All full-time members covered by this bargaining unit shall be permitted to enroll in health benefits two (2) months from their date of hire.

- A The County of Ocean currently provides medical coverage to County employees through the New Jersey State Health Benefits Program as supplemented by the NJ Local Prescription Drug Program and Chapter 88 P.L. 1974, as amended by Chapter 436 P.L. 1981. The parties recognize that the State Health Benefits Program is subject to changes enacted by the State of New Jersey that may either increase or decrease benefits, including employee premium sharing.
- B. The County shall not change the health insurance coverage referred to in paragraph A except for a plan that is equivalent or better. Provided, however, that the parties expressly recognize that the components of HMO plans are changed periodically by the plan providers and that the County has no control over or any obligations regarding such changes.
- C. All employees current and future who retire on or after September 1, 2010 in order to be eligible for the lifetime health benefits upon retirement, must have served a minimum of fifteen (15) of the required twenty-five (25) years with the County.
- D. Effective September 1, 2010, the following changes will affect all new hires:
 - 1. Employees will be offered the NJ Direct 15 Plan, or its replacement. New hires may elect a higher level of coverage at their expense.
 - 2. Continuation of spousal coverage after the death of the retiree will no longer be offered at the County's expense.
 - 3. The County will no longer reimburse retirees Medicare Part B Premiums.
- E. An eligible employee may change his/her coverage only during the announced open enrollment period for each year after having been enrolled in the former plan for a minimum of one (1) full year. Regardless of this election, employees are specifically ineligible for any deductive reimbursement.
- F. When a member from this bargaining unit is granted the privilege of a leave of absence without pay for illness, health coverage will continue at County expense for the balance of the calendar month in which the leave commences plus up to

three (3) additional calendar months next following the month in which the leave commences. After that time has elapsed, if necessary, coverage for an additional period of eighteen (18) months may be purchased by the employee under the C.O.B.R.A. Plan.

In the case of consecutive leaves of absence without pay, it is understood and agreed that the responsibilities of the County to pay for benefits remains limited to the original period of up to four (4) months.

ARTICLE 11
FAMILY DENTAL PLAN

All members covered by this bargaining unit and working thirty-two and one-half (32.5) hours or more shall be permitted to enroll after the first of the month following three (3) full months of employment in a Family Dental Plan.

The Family Dental Plan will be made available to eligible spouses and children to the end of the year in which they turn 19 years of age. The maximum total cost for services per patient per benefit year is limited to \$2,000. There will be a \$25.00 deductible for up to the first three members of each family. However, this deductible is not applicable to preventive and diagnostic services as described below.

If the patient utilizes a participating dentist the percentage of coverage indicated next to each class of dental care will prevail:

Preventative and Diagnostic (X-rays, Cleaning, Check-up, Etc.).....	100%
Treatment and Therapy (Fillings).....	80%
Prosthodontics, Peridontics, Inlays, Caps and Crowns, Oral Surgery (Ambulatory).....	50%
Orthodontics (Limited to \$800 per patient Over a five year period).....	50%

ARTICLE 12
LONGEVITY

Longevity pay for all classified permanent employees covered by this Agreement will be based upon the schedule set forth below:

7 years	3.0% of base salary
12 years	4.6% of base salary
17 years	5.7% of base salary
22 years	6.5% of base salary
27 years	7.3% of base salary
32 years	8.0% of base salary

Effective September 11, 2013, this benefit ceased for all new hires.

ARTICLE 13
TRANSPORTATION

SECTION 1: Employees authorized and required to use privately owned automobiles in work connected activities shall be reimbursed for expenses incurred at the prevailing rate per mile. Transportation expenses shall be paid on a voucher which shall be submitted on a monthly basis or at such time and in such form as the employer may require.

SECTION 2: Any employee who uses his/her privately owned vehicle in the performance of official duties for the County Fire Marshal must offer proof of insurance to the Ocean County Employee Relations'-Risk Management Division before such use can be approved. Coverage must be in compliance with the State of New Jersey Department of Insurance regulations.

ARTICLE 14
CLOTHING MAINTENANCE

All Assistant Fire Marshals covered by this Agreement shall wear and maintain the proper uniform as required by the Fire Marshal. Failure to maintain and comply with set dress code may result in disciplinary action. Any changes in the uniform made by the employer shall be borne by the employer.

ARTICLE 15
TUITION REIMBURSEMENT

SECTION 1: Members of this bargaining unit are eligible to be reimbursed for college tuition, subject to the Ocean County Tuition Reimbursement Policy (ER 701-86).

ARTICLE 16 **GRIEVANCE PROCEDURE**

DEFINITIONS: A "grievance" is an allegation by any employee or the Local that a specific provision of this Agreement has been violated. These grievances only may be submitted to binding arbitration as a final step in the procedure. All other allegations that there has been a violation, a misinterpretation or misapplication of policies, rules and administrative decisions including disciplinary may be submitted to all steps of the grievance procedure on these matters and will be final and binding. These non-contract grievances may not be submitted to binding arbitration.

A "grievant" is an employee who files a grievance.

"Representative" is a person or agent designated to represent either party in this procedure.

"Day" means a calendar day.

"Party of Interest" is a person, agent or agency with an interest in the grievance.

"Class Grievance" is a formal grievance by two (2) or more employees.

PURPOSE: The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

PROCEDURES:

- A. Grievances shall be processed promptly and expeditiously.
- B. Grievances shall be adjudicated according to the terms of this procedure, time or filing notwithstanding.
- C. Formal grievances and appeals shall be filed in writing.
- D. Communications and decisions concerning formal grievances shall be in writing.
- E. A grievant shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) work days prior to the hearing.
- F. There shall be no additional evidence submitted during the grievance process once a grievance has been submitted to the Fire Marshal.

- G. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as settled in favor of the Fire Marshal.
- H. Failure by the Fire Marshal to issue a decision within the specified time limit shall render the grievance advanced to the next level.
- I. Class grievances shall be filed at Level 2 within ten (10) work days of the occurrence of a class grievance.

PROCESSING – THE LIMIT: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual consent of the parties.

STEP 1 – FIRE MARSHAL: An employee with a grievance shall first discuss it with the Fire Marshal, either directly or through the Local's designated representative, with the object of resolving the matter informally. The grievant must initially discuss the grievance within fifteen (15) days of the occurrence of the grievance at this level. Failure to do so shall render the grievance a nullity.

STEP 2 – DIRECTOR OF EMPLOYEE RELATIONS: If the aggrieved person is not satisfied with the disposition of his/her grievance at Step 1, or if no decision has been rendered within five (5) working days after the presentation of the grievance, he/she may file the grievance in writing with Local 98 F.M.B.A. within five (5) working days after the decision at Step 1 or ten (10) working days after the grievance was presented, whichever is sooner. Within five (5) working days after receiving the written grievance, the Local shall refer it to the Director of Employee Relations.

STEP 3 – COUNTY ADMINISTRATOR: If the aggrieved party is not satisfied with the disposition of his/her grievance at Step 2 or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Director of Employee Relations, whichever is sooner, he/she may request in writing that Local 98 F.M.B.A. submit his/her grievance to the County Administrator for disposition.

STEP 4 – ARBITRATION: Within ten (10) days, if the aggrieved party is not satisfied with the disposition of his/her grievance at Step 3, he/she may request in writing that the Local submit his/her grievance to Arbitration. If the Local determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty (20) days after receipt of a request by the aggrieved person.

Within ten (10) days after such written notice of submission to arbitration the Director of Employee Relations and the Local shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be

made to PERC by either party. The parties shall then be bound by the rules and procedures of PERC.

The arbitrator's decision shall be in writing and shall be submitted to the County and the Local and shall be final and binding on the parties.

In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provision of this Article.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing shall be borne equally by the County and the Local. Any other expenses incurred shall be paid by the party incurring same.

GENERAL PROVISIONS:

- A. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.
- B. The filing, pendency or hearing of any grievance shall not impede the normal management of the work force or operation of any of the County's agencies.
- C. All records of grievance processing shall be filed separately.
- D. Forms for grievance processing shall be mutually agreed upon by the parties to the agreement.
- E. Parties in interest will cooperate, in investigating and providing pertinent information concerning a grievance being processed.
- F. Notice of hearings shall be made to the grievant at least forty-eight (48) hours in advance and such hearings shall be held on the County's premises.
- G. During the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) Local representative who is an employee of the Fire Marshal throughout the grievance procedure. However, no employee or official will be permitted to investigate or process grievances during working hours without the approval of the Fire Marshal.

RIGHTS OF EMPLOYEE TO REPRESENTATION:

- 1. EMPLOYEE AND LOCAL: Any aggrieved person may be represented at all states of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Local.

2. CLASS GRIEVANCE PROCESSING: If, in the judgment of the Local, a grievance which is previously designated as a class grievance exists, the Local may submit such grievance in writing to the Director of Employee Relations and the processing of such grievance shall be commenced at Step 2. The Local may process such a grievance through all levels of the grievance, even though the aggrieved person does not wish to do so provided the grievance is a contractual grievance.
3. WRITTEN DECISIONS: Decisions rendered at Step 1 which are unsatisfactory to the aggrieved person and all decisions rendered at Step 2 and 3 of the grievance procedures shall be in writing setting forth the decision and shall be transmitted to all parties in the interest and to the Local.

ARTICLE 17 **MANAGEMENT RIGHTS**

1. The County hereby retains and reserved unto himself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in him 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 not without limiting the generality of the foregoing, the following rights:
2. All management functions and responsibilities which the County has not expressly modified or restricted by a specific provision of this Agreement.
3. The right to establish and administer the policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of service and maintenance of the facilities and equipment of the employer.
4. To reprimand, suspend, discharge or otherwise discipline employees for reasonable cause;
5. To hire, promote, transfer, re-assign, layoff and recall employees to work;
6. To determine the number of employees and the duties to be performed;
7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the County of Ocean;
8. To determine the number, location and operation of divisions, departments, units and all other work groups of the Fire Marshal, assignment of work, the qualifications required, the performance standards and the size of composition of the work force;

9. To make or change Fire Marshal rules, regulations, policies and resolutions consistent with the specific terms and provisions of this Agreement, consistent with New Jersey State Statutes;
10. And, otherwise, to generally manage the affairs of the Fire Marshal, attain and maintain full operating efficiency and to direct the work force.
11. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Fire Marshal, shall only be limited by the language of this clause; and it is agreed that these enumerations of management rights shall not be deemed to exclude other rights not enumerated.
12. In the recognition of the rulings of the Courts of New Jersey the parties recognize that the exercise of managerial rights is a responsibility of the Fire Marshal on behalf of the taxpayers and that the Fire Marshal cannot bargain away or eliminate any of its managerial rights.

ARTICLE 18 **WORK CONTINUITY**

- A. It is recognized that the need for the continued and uninterrupted operation of the Fire Marshal's Office and functions is of paramount importance to the citizens of the community and that there should be no interference with such operations.
- B. The bargaining agent and the employees covered by this Agreement covenant and agree that during the term of this Agreement neither the bargaining agent nor any member of the bargaining agent or any member of the bargaining unit, nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in a 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 abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slow down, walk-out or other job action against the Fire Marshal and the County of Ocean.
- C. The Local agrees that it will do everything in its power to actively discourage any strike, work stoppage, slow down or other activity aforementioned including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from such activities immediately and to return to work, along with such other steps as may be necessary under the circumstances and to bring about compliance with its order.

ARTICLE 19
FULLY BARGAINED PROVISION

The employer and employees agree that they have fully bargained and agreed upon all the terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by them of all bargainable issues which were or could have been the subject negotiations.

ARTICLE 20
SEVERABILITY AND SAVINGS

If the provisions of this Agreement should be held invalid by the operation of law or by any tribunal or competent jurisdiction, including but not limited to, the New Jersey Civil Service Commission, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provisions shall be inoperative, but all other provisions shall not be affected and shall continue in full force and effect.

ARTICLE 21
PERSONAL DAYS

Each employee may be eligible for three (3) days Personal Leave, which may be used for personal business. Personal Leave days shall be considered as "earned" on January 1, May 1 and September 1 of each calendar year.

Use of Personal Days shall require forty-eight (48) hours notice, except in the case of any emergency. The employee must have the permission of his/her immediate supervisor before Personal Leave can be taken and Personal Leave shall not be accumulative. Employee's request for Personal leave shall not be unreasonably denied.

In situations where there is a bereavement involving a family member not covered by the contract, members may utilize the balance of the yearly allotment whether earned or not.

Personal Days shall not be carried over from one calendar year to the next and must be taken in either eight (8) hour or four (4) hour increments only.

ARTICLE 22
WORK RULES AND REGULATIONS

The Fire Marshal may establish at his/her discretion and the discretion of his/her agents reasonable rules and regulations for the operation of the department.

ARTICLE 23
PERFORMANCE EVALUATION

The Fire Marshal reserves the right to establish a performance evaluation system and to conduct the performance evaluations of all personnel covered by this Agreement. Performance evaluations will be conducted by the appropriate supervisor and the employee will be provided with a copy of his/her performance evaluation.

Any employee who wishes to discuss his/her performance evaluation with the appropriate supervisor shall contact that supervisor for an appointment for such discussion.

ARTICLE 24
PRODUCTIVITY PROGRAMS

The employer and the employee agree to cooperate in all efforts by the County to increase productivity. They recognize that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor. Local 98 will assist the County whenever possible, in obtaining funding to implement productivity studies and programs. Towards that end, periodic staff meetings will be scheduled. The Union may request Staff Meetings and present agenda items.

ARTICLE 25
DUES CHECK-OFF

Effective upon execution of this Agreement, the County agrees, in accordance with NJSA 52:14-15.9(e) to deduct from the earnings of each employee, Local members dues when said employee has properly authorized such deduction in writing. The Local will indemnify, defend and save harmless the County 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 County in reliance upon salary deduction authorization cards submitted by the Local to the Fire Marshal. The County will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Local. A list of the names of deductees will be forwarded annually by the Local.

ARTICLE 26
MAINTENANCE OF BENEFITS

Except as this Agreement shall otherwise expressly provide, all terms and conditions of employment applicable on the effective date of this Agreement as established by statute, regulation, administrative procedure, policies and practices shall be maintained and continued for the duration of this Agreement. Unless specifically provided in this Agreement, nothing contained herein shall be interpreted or applied so as to eliminate,

reduce or otherwise detract from any benefit existing on the effective date of this Agreement.

ARTICLE 27 **BEREAVEMENT LEAVE**

- A. All employees will receive up to three (3) days leave in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle of the employee, and any other member of the immediate household. Bereavement Leave days shall be consecutive and shall include the day of interment. All employees shall be entitled to one (1) day in the event of the death of a spouse's aunt, uncle or grandparent.
- B. Such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. The employer may require proof of loss of a decedent whenever such requirement appears reasonable. Bereavement Leave is specifically provided to allow funeral services and must include one of the following days:
- Date of death
 - Any day of viewing
 - Date of interment
 - Day of religious or memorial service
- C. In no event shall any part of Bereavement Leave occur more than fifteen (15) days from the date of death. Abuse of the bereavement provision shall be cause for disciplinary action. In special circumstances which may exceed fifteen (15) days from the date of death, requests for Bereavement Leave shall not be unreasonably denied.

ARTICLE 28 **PERSONNEL FILES**

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the Employee Relations Department and may be used for evaluation purposes.
- B. Upon advanced notice and at reasonable times, any members of the bargaining unit may review his/her personnel file. However, this appointment for review must be made through the Director of Employee Relations or his/her designated representative.
- C. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any file shall be removed therefrom.

ARTICLE 29
MINIMUM CALL-IN PAY

Employees required to return to work on an overtime basis shall receive a minimum of four (4) hours of overtime pay at time and one-half (1-1/2X) rate for each instance in which the employee is called upon to return to work beyond the forty (40) hours per week, notwithstanding that the actual time worked may be less than four (4) hours. The four (4) hour call-in overtime guarantee shall only apply to those instances where the employee has completed his/her regular shift and is called to return to work after completion of their regular shift.

In the instance where the employee is required to return to work on an overtime basis and has worked five (5) hours, the employee shall receive a minimum of eight (8) hours of overtime pay at time and one-half (1-1/2X) rate for each instance in which the employee is called upon to return to work beyond the forty (40) hours per week, notwithstanding that the actual time worked may be less than eight (8) hours. The five (5) hour call-in overtime guarantee shall only apply to those instances where the employee has completed his/her regular shift and is called to return to work after completion of their regular shift.

Notwithstanding the above, in no event shall the employee be paid at the overtime rate for working during the employee's regularly scheduled working hours. In other words, the four (4) hours minimum overtime pay shall only be paid when the four hour period is outside the employee's regular shift. As an example, but not by way of limitation, if an employee is called upon to return to work at 6:00A.M. and the employee's regular shift commences at 8:00 A.M., then the employee shall only be paid at the overtime rate for two (2) hours.

An employee shall be required to maintain appropriate records for their overtime as required by the employer.

ARTICLE 30
TERMINATION OF EMPLOYMENT

This article is procedural and is not meant to diminish the statutory rights of the County of Ocean as employer. Fire Marshals appointed to employment in the Ocean County Fire Marshal's Office shall be subject to the disciplinary procedures as set forth herein.

1. It is the responsibility of the immediate supervisor to enforce and maintain proper discipline. The employer recognizes a progressive disciplinary procedure will ordinarily be utilized. In certain severe instances, it may be necessary for one or more preliminary steps of discipline to be by-passed wherein either a suspension or dismissal is imposed on an employee as specified by New Jersey Civil Service Commission. However, in no case will the option of immediate dismissal be exercised without consultation with the Director of Employee Relations by the

Department Head. The following disciplinary procedures will apply, except in such cases where other actions are warranted.

Step One:

The supervisor will call to the employee's attention specific acts of unsatisfactory conduct or performance of duty and prepare a report for inclusion in the employee's personnel file.

Step Two: Written Reprimand

If an employee fails to improve following an interview, a Written Reprimand will be prepared by the immediate supervisor outlining in detail the unsatisfactory conduct and performance of duty. The original copy of reprimand will be furnished to the employee and a copy signed by him/her and acknowledged and a receipt of the Written Reprimand will be sent to the Department of Employee Relations for inclusion in the employee's personnel file.

Step Three: Suspension Without Pay

In any event where the conduct of an employee is such that a personal interview and a Written Reprimand would not be applicable for the conduct committed by the employee, and it appears that a suspension is necessary, upon approval of the Department Head and the Director of Employee Relations, a suspension letter will be issued to the employee. The letter will specify the reason for suspension and the length of time the employee will be suspended.

Step Four: Dismissal

In the event that unsatisfactory conduct, performance or the conduct in and of itself warrants dismissal, a dismissal notice will be issued in accordance with the rules and regulations of the New Jersey Civil Service Commission.

Step Five: Grounds for Disciplinary Action

Any one of the following shall be cause for termination although termination may be made for sufficient cause other than those listed. The following is not to be considered as an exhausted list of possible grounds for dismissal:

1. Neglect of duty
2. Incompetency or inefficiency
3. Incapacity due to mental or physical disability
4. Insubordination or serious breach of discipline
5. Intoxication while on duty
6. Chronic or excessive absenteeism
7. The commission of any criminal act or offense

8. Conduct unbecoming a public employee

It is specifically recognized by the employer and the employees that members of this bargaining unit are statutorily appointed for a set period. Nothing contained herein is to be interpreted in any way as to guarantee or tenure a position as Assistant Fire Marshal with the County of Ocean. It is clearly understood by the parties pursuant to N.J.S.A. 4A:14-1 that the Board of Commissioners by resolution appoints such Assistant Fire Marshals as they deem necessary and appoint a person or persons to hold such office for a term of three (3) years and as indicated aforementioned nothing contained in this article which is procedural in nature shall be construed to diminish the statutory rights of the County of Ocean through the County Board of Commissioners with reference to appointment or retention of Assistant Fire Marshals pursuant to statute.

ARTICLE 31
SALARY

A. Salary Increases

1. Effective April 1, 2022, and retroactive thereto, all members of the bargaining unit shall receive a 2.0% increase applied to their March 31, 2018 base salary or Thousand Hundred dollars (\$2,000), or the new minimum, whichever is greatest.
2. Effective April 1, 2023, all members of the bargaining unit shall receive a 2.0% increase applied to their March 31, 2018 base salary or Two Thousand One Hundred dollars (\$2,100), or the new minimum, whichever is greatest.
3. Effective April 1, 2024, all members of the bargaining unit shall receive a 2.0% increase applied to their March 31, 2018 base salary or Two Thousand Two Hundred dollars (\$2,200), or the new minimum, whichever is greatest.
4. Employees working less than forty (40) hours per week shall have any flat dollar adjustments prorated.

B. Minimum Salary – The minimum salaries shall be as follows effective the following dates:

April 1, 2022 = \$40,000.00
April 1, 2023 = \$41,000.00
April 1, 2024 = \$42,000.00

Employees working less than forty (40) hours per week shall have be paid a prorated portion of the minimum salary.

ARTICLE 32
SPECIAL ASSIGNMENTS

- A. Effective with the execution of this Agreement, the Ocean County Fire Marshal, or his or her designee, may designate employee(s) as coordinators of investigations, inspections and training. Said coordinators when acting in this capacity shall receive a stipend of Two Thousand Dollars (\$2,000.00) per annum and applied to their base compensation. The retention of this designation and corresponding payment is solely at the discretion of the Ocean County Fire Marshal.
- B. Assistant Fire Marshals, assigned by the Fire Marshal to the K-9 Unit, shall receive additional pay for care of the canines, which shall include, but not be limited to bathing, brushing, exercising, feeding, grooming, related cleaning of the dog's kennel or transport vehicle, and similar activities performed by the canine officer at home on workdays as well as on days off duty. The parties have agreed to this separate rate of pay for care of canines apart from law enforcement duties. Pursuant to the Fair Labor Standards Act, the parties have reached agreement that overtime rate for canine care hours shall be time and one-half the special canine care rate established pursuant to §7(g)(2) of the FLSA. Taking into consideration all of the pertinent facts regarding canine care, the agreed upon pay shall be an additional Two Hundred and Ninety Dollars (\$290.00) per month. Additional hours spent by Assistant Fire Marshals engaged in extraordinary care shall be reported and subject to reimbursement.

ARTICLE 33
DURATION

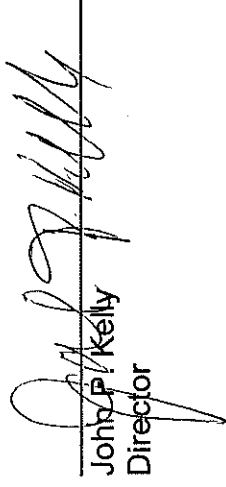
The terms and conditions set forth in this Agreement shall become effective on April 1, 2022 except for those Articles which contain specific dates to the contrary, and shall continue in full force and effect until March 31, 2025, or until execution of a successor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested this 31st day of August 2022.

ATTEST:


Michelle I. Gunther
Clerk of the Board

**OCEAN COUNTY BOARD OF
COMMISSIONERS**


John P. Kelly
Director

ATTEST:



F.M.B.A. Local 98




RESOLUTION

AUTHORIZING ENTRANCE INTO A COLLECTIVE NEGOTIATIONS AGREEMENT WITH THE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 98

August 17, 2022

WHEREAS, the County of Ocean ("County") and the Firemen's Mutual Benevolent Association, Local 98 ("FMBA") are parties to a collective negotiations agreement which expired on March 31, 2021; and

WHEREAS, the FMBA represents regular full-time employees holding the title of Assistant Fire Marshal; and

WHEREAS, the County and FMBA have engaged in negotiations for a successor agreement to the one that expired on March 31, 2021; and

WHEREAS, the negotiating teams of the parties have reached an understanding, which has been approved and agreed by a majority vote of the membership of the Firemen's Mutual Benevolent Association, Local 98.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, on this 17th day of August, 2022, that the collective negotiations agreement between the County of Ocean and the Firemen's Mutual Benevolent Association, Local 98, representing full-time employees holding the title of Assistant Fire Marshal, for the period of April 1, 2022 through March 31, 2025, is hereby approved.

BE IT FURTHER RESOLVED the Director of the Board of Commissioners is hereby authorized and directed to execute the collective negotiations agreement between the County of Ocean and the Firemen's Mutual Benevolent Association, Local 98.

BE IT FURTHER RESOLVED that certified copies of this Resolution, and the executed collective negotiations agreement, shall be sent to the County Administrator, Director of Employee Relations, Finance Department, and the appropriate union officials.

I certify the foregoing to be a true copy of a Resolution adopted by the Board of Commissioners of the County of Ocean on the 17th day of AUGUST, 2022

Michelle I. Gunther
Michelle I. Gunther
Clerk of the Board