

ARTICLE I
RECOGNITION

SECTION I

The Employer recognizes the Local as the exclusive and sole bargaining agent and representative for the bargaining unit, consisting of the uniformed paid fire personnel in the Fire Department of the City of Pleasantville, for the purpose of bargaining with respect to salaries, wages, hours of work, safety and working conditions.

This recognition shall not include the Fire Chief, nor shall this representation be interpreted as having the effect of, or in any way abrogating the rights of the employees as established under the Laws of 1968 – Chapter 303.

SECTION II – AREAS OF NEGOTIATIONS

The Employer and Local hereby agree that the Local has the right to negotiate as to the rate of pay, hours of work, fringe benefits, working conditions, safety equipment, procedures for adjustment of disputes and grievances, and all other matters as pertain to the Agreement.

ARTICLE II
MAINTENANCE OF STANDARDS AND CONTINUATION OF BENEFITS

The Employer agrees that all valid and subsisting conditions of employment relating to wages, hours of work, overtime and general working conditions presently in effect for the Firefighters covered herein, shall continue in full force and effect, except as may be improved by provisions herein.

It is specifically understood and agreed that all conditions not covered under this Agreement shall continue to be governed, controlled and interpreted by reference to the City of Pleasantville's Revised Ordinance (Employer's Chapter) Rules and Regulations of the Fire Department of the City of Pleasantville.

Any and all present benefits which are enjoyed by employees covered by this Agreement, that have not been included in this contract, shall be continued. Any abuse of these benefits or privileges shall be subject to disciplinary action.

ARTICLE III

GRIEVANCE PROCEDURES

SECTION I

The purpose of the grievance procedure shall be to settle all grievances between Employer and its employees as quickly as possible, so as to assure and insure efficiency and promote employee morale.

The term "grievance" is any dispute between parties or complaint by "Firefighters" or member of that Department as to any action or non-action which violates any rights arising out of his/her employment.

The Employer shall not discipline any Firefighter without just cause.

SECTION II

Any grievance or dispute that might arise between the parties will be settled in the following manner:

Step 1. The Union Grievance Committee, upon receiving a written signed petition from an employee, shall determine if the grievance exists. If in their opinion no grievance exists, no further action shall be taken.

Step 2. In the event that a grievance does exist, the Grievance Committee shall, without the physical presence of the aggrieved employee or employees, present the grievance within ten (10) days of the occurrence of the same to the Chief of the Department for resolution.

The Chief shall then conduct a meeting with the aggrieved(s) and the Union President, or his designee, within five (5) working days (excluding holidays, weekends and absence).

The Chief will then render a decision, in writing, no later than forty-eight (48) hours after conducting the meeting and reply shall be made excluding weekends and holidays.

Step 3. In the event no settlement is reached in Step 2, the grievance shall be presented, within three (3) working days, excluding holidays, weekends and the absence of the City Administrator, in writing, with all prior documentation regarding said grievance.

Within five (5) working days of receipt, an impartial hearing shall be held, with both management of the Fire Department and the AGGRIEVED and the Union President, or his designee, in attendance.

The City Administrator shall render his/her written decision to both sides within five (5) working days of the conclusion of the hearing.

Step 4. In the event that the grievance is not resolved at Step 3, either party may refer the matter for impartial arbitration. Any party wishing to move a grievance to arbitration, shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Grievance Committee.

If the Employer and the Grievance Committee cannot mutually arrive at a satisfactory arbitrator within thirty (30) calendar days after the receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator.

The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such Rules and Regulations as may be in effect by the Public Employment Relations Commission by the State of New Jersey which might be pertinent, and he/she shall render his/her award, in writing, which shall be final and binding.

Any stewards or officers of the Local required in the grievance procedure to settle disputes or any arbitration shall be released from work without loss of pay for such purpose and any witness who is an employee of the Fire Department, reasonably required, shall be made available during work hours, without loss of pay for the purpose of any grievance or arbitration of the matter.

SECTION III EXTENSION & MODIFICATIONS

Time extensions may be mutually agreed to between the Employer and the Grievance Committee.

ARTICLE IV
NON-DISCRIMINATION

The Employer and the Local both recognize that there shall be no discrimination or favoritism for reasons of age, sex, creed, race, nationality, religion, marital status, or political affiliation as far as any opportunity for improvement or job, or as a condition of employment.

The Employer further agrees that it will not interfere with, no discriminate against Firefighters or members thereof because of membership in, or legitimate activity on behalf of the Local, nor will the Employer encourage membership in any association or union or do anything to interfere with the representations of the Local through the majority representation as the exclusive bargaining unit of the paid Firefighters.

ARTICLE V
VACATIONS

1. Employees, hired before December 31, 2012, shall receive paid vacations according to the following schedules: (Schedule based on changes made to steps and rank in Memorandum of Agreement signed March 14, 2006)

Recruit Firefighter	0 hours
Firefighter I	48 hours
Firefighter II	96 hours
Firefighter III	144 hours
Firefighter IV	196 hours
Journeyman Firefighter	240 hours

2. Employees, hired after December 31, 2012, shall receive paid vacations according to the following schedules:

Recruit Firefighter	0 hours
Firefighter I	48 hours
Firefighter II	96 hours
Firefighter III	116 hours
Firefighter IV	144 hours
Journeyman Firefighter	196 hours

ARTICLE VI

LEAVES

SECTION I – SICK LEAVE

Sick leave shall be provided at a rate of twelve (12) days per year of employment. All unused sick leave shall be accumulated without limitations, from year to year of employment, pursuant to this Article.

SECTION II – FUNERAL LEAVE

1. Special leave of absence, from date of death to time of interment not to exceed four (4) working days; the exact number of days are at the discretion of the Fire Chief; and shall be granted to any member of the Fire Department in case of death within his/her immediate family.
2. The term "immediate family" shall include only: Father, Mother, Father-in-law, Mother-in-law, Grandparents, Sister, Brother, Spouse, Child, Brother-in-law, Sister-in-law, Grandchildren, Legal Guardian.
3. All other funeral leave as determined appropriate will be granted for one (1) working day.
4. The special leave period shall commence immediately following the death of such person(s) and is for the sole purpose of arranging and attending funeral services; such leave may be extended without pay, at the discretion of the Chief of the Fire Department. The foregoing shall not constitute sick leave and shall not be deducted from annual sick leave.

SECTION III – DISABILITY LEAVE

When an employee is injured on duty, he is to receive full pay, with the Workers' Compensation payments due to the injured employee, turned over to the City.

SECTION IV – MILITARY LEAVE

Any Firefighter called into the Armed Forces of the United States, during a national emergency or drafted, shall be given all protection of applicable laws and appropriate leave of absence shall be granted to such employee. Firefighters who are presently subject to existing mandatory Reserve requirements of the United States Armed Forces or Reserves (annual active duty for training) shall be given time off for such obligations in accordance with New Jersey and Federal Law.

SECTION V – LEAVE FOR IAFF STATE MEETINGS

The Executive Delegate of Local 2616 or the designee shall be granted leave from duty, with full pay, when such state meetings take place at a time which such officer is scheduled to be on duty, provided that reasonable notice is given to the Fire Chief.

ARTICLE VII
RECALL

A. All off-duty Firefighters will be called in for all working fires and other emergencies, and shall receive a minimum of four (4) hours compensation for firefighter duties or three (3) hours compensation for EMT duties at the overtime rate, paid on the regular pay day for that pay period.

B. Employees shall not be recalled on their vacation days except in emergencies. In the event, an employee is called in for emergency reasons, he/she shall be paid double time for all hours worked with a guarantee of a minimum of four (4) hours.

ARTICLE VIII
PROMOTIONS

SECTION I – TESTING
SECTION II – QUALIFICATIONS

All provisions that were previously covered by this Article are now under the authority of New Jersey Civil Service and the Department of Personnel (Title 11, Title 11A, and NJ Administrative Code Title 4A).

ARTICLE IX
LONGEVITY

A. Longevity shall remain at two percent (2%) of the employee's base pay for each five (5) years of service, to a maximum of eight percent (8%) which is attained after completion of twenty (20) years of service for employees hired prior to January 1, 2013.

B. Employees hired after January 1, 2013 shall receive longevity as follows:

After five years of service	1%
After ten years of service	2.5%
After fifteen years of service	3.5%
After twenty years of service	4.5%
After twenty-five years of service	5.5%

ARTICLE X
INSURANCE – HEALTH AND MEDICAL BENEFITS

SECTION I

The Employer shall continue to provide the health benefits presently in effect as stated below:

- | | | |
|----|---|-----------------|
| 1. | UCR Plan | Family Coverage |
| 2. | Major Medical | Family Coverage |
| 3. | Dental Plan | Family Coverage |
| | Plan offers two (2) plans,
Premier and Preferred (which includes
Orthodontics). All members entitled to
change plans upon January anniversary
date. | |
| 4. | Eye Glass Plan – 12 Month Plan | Family Coverage |
| 5. | Prescription Plan | Family Coverage |

Health Coverage: *After May 1, 2006 co-pay for PPO visits will be \$12 and \$12*

Prescription Coverage: *After May 1, 2006 co-pay for prescriptions will be \$5 (generic) and \$7 (brand name)*

The City agrees to provide such health benefits as provided under the New Jersey State Health Benefits Plan as is established by Statute for all employees covered under this Agreement, at the City's expense, less the annual contribution by all employees who do not opt out of the plan in accordance with Chapter 78, P.L. 2011 contribution rates.

It is understood this contribution shall only apply to active employees but not retirees. Any active employee who retires after January 1, 2013 shall pay a contribution rate in accordance with Chapter 78, P.L. 2011.

SECTION II

The Employer shall provide the employee with false arrest insurance as presently in effect.

SECTION III

The Employer shall provide insurance coverage on employees in their personal vehicle when said vehicles are used in the course and scope of their employment.

SECTION IV

The Employer shall provide all members of the bargaining unit legal aid as provided by R.S. 40A: 14-28, as amended.

SECTION V

The Employer has the right to change carriers under the following conditions:

- A. It must affect all City employees
- B. Benefits must be equal to or greater than the current package
- C. Those conditions which presently provide for no out of pocket expense shall continue

SECTION VI

Upon retirement, an employee with twenty-five (25) or more years of service to the City shall receive paid health benefits. (Medical/Major Medical for the retiree and their spouse.)

Upon retirement, an employee with twenty-five (25) or more years of service to the City shall receive prescription coverage. (Prescription Plan for the retiree and spouse.)

Upon retirement, an employee with twenty-five (25) or more years of service to the City shall receive paid dental benefits. (Dental Plan for the retiree and spouse.)

Upon retirement, an employee with twenty-five (25) or more years of service to the City shall receive paid vision benefits. (Vision Plan for the retiree and spouse.)

Employees who retire after January 1, 2013 shall continue to receive the benefits listed in this section subject to contribution rates required by Chapter 78, P.L. 2011.

SECTION VII

TOTAL DISABILITY DUE TO WORK-RELATED INJURY

An employee who becomes completely unable to work in any capacity due to an injury in the line of duty shall be eligible for health care benefits at the level that the employee was receiving at the time of the injury. Such benefits shall terminate if the employee becomes re-employed in any capacity with or without benefits. Any employee who retires pursuant to this provision shall be required to produce an affidavit annually during the open enrollment period confirming his or her unemployment status. Failure to do so will result in termination of benefits pursuant to this provision.

In the event of death of the employee receiving benefits pursuant to this provision, his or her eligible dependents, including spouse, shall continue to participate in the level of benefits.

ARTICLE XI **TERMINATION**

Employees who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at a rate of nine (9) days per year, for each year of service, up to a maximum of one hundred eighty (180) days. For the purpose of this provision, a day shall equal ten and one-half (10½) hours. The rate of pay shall be calculated by taking the employee's total pay (e.g. base wage plus longevity), and then dividing this total compensation by the number of pay periods, twenty-six (26). Divide those totals by the number of hours worked during a pay period, eighty-four (84). This total will equal the hourly rate pertaining to the one hundred and eighty (180) days.

ARTICLE XII
CLOTHING MAINTENANCE AND ALLOWANCE

1. All bargaining unit members covered under this agreement shall receive a total annual allowance of \$1,160.50 for both the purchase of uniforms and maintenance of uniforms, total. This uniform allowance shall be paid by the City in two equal installments of \$580.25, without payroll taxes or deductions, in the first period of April and September each year.

All bargaining unit members are expected to purchase and maintain uniforms sufficient that they meet appropriate standards on appearance and safety.

2. The Fire Chief will supply each member his/her own individual EMS jacket. This EMS jacket will be replaced on an as-needed basis. The Fire Chief may make equal substitutes concerning uniforms based upon need of individual members.
3. All uniform apparel shall comply with all NFPA standards and all PEOSHA regulations Fire and EMS.
4. As per PEOSHA standards XIV-B-3-V.
5. Repair and Replacement: The Employer shall repair or replace personnel protective equipment as needed to maintain its effectiveness, at no cost to the employee.
6. Should the NFPA, PEOSHA, or similar standards change regarding uniforms to require a different and/or more expensive uniform (such as Nomex replacing cotton) the parties shall meet to discuss a potential increase in uniform allowance to accommodate such new standards.
7. In the event that an employee is exposed to bodily fluids, medical treatment and decontamination equipment shall be made available to him/her. The employee shall be given the opportunity to change into a clean uniform as quickly as possible after exposure. If the employee's uniform or clothing is contaminated by bodily fluids and requires more than usual cleaning procedures, the City will provide for cleaning/decontamination and/or replacement.

ARTICLE XIII
SCHOOL ALLOWANCE AND TRAINING

SECTION I

All Firefighters shall be compensated for attending a Fire and EMS related school or course when attendance is approved by the Chief of the Fire Department. The Employer also agrees to compensate Firefighters for the use of personal vehicles in attendance of schools.

SECTION II

A listing of schools and courses shall be posted when available, accompanied by the enrollment sheet. Providing funds are available, individuals will be selected by rank and seniority to attend these courses.

SECTION III

The Employer agrees to compensate Firefighters not to exceed two hundred dollars (\$200) per year for education purposes (fire subjects only). This dollar amount can be exceeded at the discretion of the Fire Chief. The Employer shall pay travel, hotel accommodations, tuition, books and other materials to the limit. Time off will be scheduled for education provided subject is approved by the Chief of the Fire Department. This dollar amount may be exceeded at the discretion of the Fire Chief.

The employer will track all used and unused money allotted for education purposes. The list will be made available to the union for review (bi-annual) in January and in July. Any unused school allowance money will be made available as a surplus for one year. If the surplus is not used within one year it shall be forfeited. Any firefighter who wishes to attend schools that exceeds his annual \$200.00 school allowance will be permitted to use the surplus to supplement his school allowance. No firefighter shall exceed 25% of the total surplus in one year without the union's approval. The surplus will be distributed on a first come first serve basis. When a firefighter intends to use the school allowance surplus money he will submit a request to the fire chief in writing and provide the union a copy of the request for their records.

SECTION IV

Bargaining Unit Members may attend Departmental training offered through the State or any of its agencies, County or Municipal governments or their designated agents. Such attendance shall be compensated through the granting of compensatory time at the rate of one and one half (1 ½) hours for actual hours in training, to a maximum of forty (40) training hours (equaling sixty (60) compensatory hours). Bargaining Unit Members may attend fewer than forty (40) training hours at their discretion, but in no event may exceed more than forty (40) training hours without prior approval in writing from the Chief.

ARTICLE XIV **MANAGEMENT RIGHTS**

The Employer hereby retains and reserves unto itself, 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 the United States, including, but without limiting the foregoing, the following rights:

1. To 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, subject to the provisions of the Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for the good and just cause, in accordance with the Law.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practice, in furtherance thereof, and the use of judgment and discretion in any connection therewith, shall be limited only to specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and Laws of the State of New Jersey and the United States. The practical impact of the decisions on the above matters are subject to the grievance machinery of this Agreement.

ARTICLE XV
NO STRIKE

SECTION I

The Local agrees that, during the term of this Agreement, neither the Local nor anyone acting on its behalf, will cause, authorize or support, nor will any of the Local's members take part in any strike (i.e., the concerted failure to report for duty, or stoppage of work or abstinence, in whole or part from the faithful and proper performance of the employee's duties) or employment, work, stoppage, walkout, or other job action against the City of Pleasantville. The Local agrees that such action would constitute a material breach of this Agreement.

SECTION II

In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity, by any Firefighter covered under this Agreement, shall be subject, however, to the application of the grievance procedure contained elsewhere in this Agreement.

SECTION III

The Local will actively discourage and will take whatever affirmative steps that are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job actions against the City.

SECTION IV

Nothing 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 in Court for injunctions or damages, or both, in the event of such breach by the Local or its members.

ARTICLE XVI
WAGES

SECTION I

The salary for Firefighters shall be as follows:

The annual base wages for each step are set forth below:

The above wages reflect the following increases:

July 1, 2013-2%

July 1, 2014-2%

July 1, 2015-2%

July 1, 2016-2%

Titles	July 1, 2013	July 1, 2014	July 1, 2015	July 1, 2016
Recruit Firefighter	\$ 30,815	\$ 31,432	\$ 32,060	\$ 32,701
Firefighter I	\$ 36,980	\$ 37,720	\$ 38,474	\$ 39,244
Firefighter II	\$ 43,142	\$ 44,005	\$ 44,885	\$ 45,783
Firefighter III	\$ 52,080	\$ 53,122	\$ 54,184	\$ 55,268
Firefighter IV	\$ 66,688	\$ 68,021	\$ 69,382	\$ 70,769
Journeyman Firefighter	\$ 81,182	\$ 82,806	\$ 84,462	\$ 86,151

SECTION II – EMT-B CERTIFICATION

Effective upon the execution of the Agreement or as soon thereafter is reasonably possible the parties agree all new hires shall as a condition of employment be certified as an EMT-B.

Effective upon the execution of this Agreement or as soon thereafter is reasonably possible, the Employer shall provide at their sole expense, the means by which employees may maintain their certification. The Employer may arrange for in-house classes or provide time and compensation to attend classes outside the Department.

Employees understand that EMT-B certification is a condition of employment and that failure to acquire and maintain this certification could result in disciplinary action or dismissal. If the EMT or City EMTs get a suspension or revocation, then this provision continues. If the suspension or revocation occurs as a result of the actions of a third party, the City will not impose any discipline or dismissal until the investigation into the matter is done and the outcome is revealed. If there is not resolution after 6 months, the City will proceed in accordance with the provision for City employees.

All new employees, and any affected current employees, shall have one year from the start of their class to complete EMT-B training.

SECTION III

The employer agrees to compensate Firefighters engaged in the following additional duty positions at the following rates:

Fire Investigator - \$3,000.00

Fire Inspector - \$3,000.00

Any Firefighter that assumes the position of Fire Sub-Code Official shall receive Captain's pay plus \$2,000.

Fire Prevention Specialist shall receive a Fire Captain's pay.

ARTICLE XVII
REGULAR HOURS OF WORK – OVERTIME

The regular work cycle for members shall be eight (8) weeks. The regular hours of work for a cycle is three hundred thirty-six (336) hours. The regular work schedule shall be a forty-two (42) hour work week, consisting of two (2) ten (10) hour days, followed by two (2) fourteen (14) hour nights, followed by four (4) consecutive days off. All hours worked in excess of forty-two (42) hours in a work week shall be compensated at one and one-half (1.5) times the employee's hourly rate.

All overtime will be distributed on an equal and fair basis.

Overtime shall be paid bi-weekly.

ARTICLE XVIII
BARGAINED PROVISIONS

SECTION I

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

ARTICLE XIX
ORDINANCE BOOK

The Employer hereby agrees to supply the Local with the published Revised Ordinances for the City of Pleasantville and copies of all additional and changes thereof.

ARTICLE XX
JOB POSTING

The Employer agrees to post all openings within the Fire Department, including station openings and the qualifications required. The Employer also agrees to fill openings based on meeting stated qualifications and a seniority basis.

ARTICLE XXI
CHECK-OFF

Upon written authorization by an employee and approved by the Union President, the Employer agrees to deduct from the wages of such employee the sum specified by the Union Treasurer for dues, and deliver the said sum to the Union on a monthly basis. In the event an employee does not have the moneys due and owing to him, or if the moneys due and owing him are not large enough to satisfy the assignment for dues, no sum of money shall be deducted from the employee for that month. In such event, however, the Union will collect the dues due and owing, if not deducted from moneys due and owing to said member. In addition, the Employer agrees to honor the Agency Shop Bill as passed by the State of New Jersey.

The Union shall indemnify and hold the Board, its agents, servants and employees, harmless from any and all claims arising from the dues deduction procedure and amounts provided by the Union to the Board.

ARTICLE XXII
POSITION

Any employee assuming the duties and responsibilities of title positions higher than his/her own for more than one (1) tour of duty, within one (1) year, will receive that title's rate of pay starting the first day of subsequent tour.

This condition would exclude vacation time. Sick time would also be excluded, except after one (1) complete tour of sickness continued consecutively through subsequent tours. Injury will also constitute payment at the out-of-title rate following one (1) consecutive tour.

ARTICLE XXIII
BULLETIN BOARD

The Employer agrees to provide a reasonable bulletin board space, the size of which shall be within the discretion of the Employer, where official union business notices may be posted.

ARTICLE XXIV
TOUR EXCHANGE

The Chief of the Fire Department may grant, in his discretion, the request of two (2) members of the Fire Department permission to exchange shifts or off days when the said change does not interfere with the operation of the Fire Department. The employee accepting the tour exchange shall be responsible as if he were working his own tour of duty.

ARTICLE XXV
MEDICAL LEAVE

SECTION I (Physical Exams)

The Employer will require each member to have a physical examination annually, to be taken at a time set by the Chief of the Fire Department, at the cost of the Employer. Each member will be given thirty (30) days' notice, prior to examination date. Said examination will include drug testing.

SECTION II (Light Duty)

The City agrees to create two (2) light duty assignments for firefighters injured outside of the line of duty in the fire department. The assignments will be available on a first come, first served basis. A firefighters injured outside of the line of duty will be eligible for a maximum of six (6) months continuous light duty assignment. A firefighter on light duty for any length of time will be ineligible for another light duty assignment for one year following his return to regular duty or maximizing the six (6) month limit allowed herein. Light duty shall be assigned during the day shift.

For those firefighters who cannot return to work after maximizing their time on light duty, they will become eligible for a maximum of three (3) months consecutive unpaid medical leave

ARTICLE XXVI
CIVILIAN COMPLAINT

No Complaint by a civilian against a firefighter shall result in any disciplinary action unless the Complaint is in writing and signed by the complainant.

ARTICLE XXVII ESTATE BENEFITS

Section I

If an employee dies in the line of duty, the employee's estate shall be paid for any unused sick, vacation and comp time accumulated on a pro rata basis at the daily rate of pay that the employee was earning during the calendar year he/she passed away. Payment shall be made in one (1) lump sum within sixty (60) days after the death of the employee.

Section II Funeral Expenses

If an Employee dies in the line of duty, the City will pay four thousand dollars (\$4,000.00) for funeral expenses upon submission of verified bill/invoices- Said payment shall be provided from the insurance policy and/or City's cash reserve at the City's option.

Section III Life Insurance

The City agrees to provide life insurance in the amount of \$25,000 to all bargaining unit employees effective July 1, 2013.

**ARTICLE XXVIII
DONATED LEAVE PROGRAM**

(a) An employee shall be eligible to receive donated sick or vacation leave if the employee:

1. Has completed at least one year of continuous service with the City;
2. Has exhausted all accrued sick, vacation and administrative leave, all sick leave injury benefits, if any, and all compensatory time off;
3. Has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and
4. Either:
 - i. Suffers from a catastrophic health condition or injury;
 - ii. Is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; or
 - iii. Requires absence from work due to the donation of an organ (which shall include, for example, *the* donation of bone marrow),

(b) For purposes of this section, a catastrophic health condition or injury" shall be defined as follows:

1. With respect to an employee, a "catastrophic health condition or Injury" is either:
 - i. A life-threatening condition or combination of conditions; or
 - ii. A period of disability required by his or her mental or physical health or the health of the employee's fetus which requires the care of a physician who provides a medical verification of the need for the employee's absence from work for 60 or more work days.
2. With respect to an employee's immediate family member, a "catastrophic health condition or injury" is either:
 - i. A life-threatening condition or combination of conditions; or
 - iii. A period of disability required by his or her mental or physical health which requires the care of a physician who provides a medical verification of the need for the family member's care by the employee for 60 or more work days.

3. For the purposes of this section, "immediate family member" means an employee's spouse, domestic partner, child, legal ward, grandchild, foster child, father, mother, legal guardian.

(c) An employee may request that the Administrator approve his or her participation in the program, as a leave recipient or leave donor. The employee's Department Head may make such a request on behalf of the employee for his or her participation in the program as a leave recipient.

1. The employee or Department Head requesting the employee's, acceptance as a leave recipient shall submit to the Administrator medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the case may be.
2. When the Administrator, has approved an employee as a leave recipient, the Administrator with the employee's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time.
 - i. If the employee is unable to consent to this posting or circulation, the employee's family may consent on his or her behalf.

(d) A leave recipient must receive at least five sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program, A leave donor shall donate only whole sick days or whole vacation days and may not donate more than 30 such days to any one recipient.

1. A leave recipient shall receive no more than 250 sick days or vacation days, and shall not receive any such days on a retroactive basis.
2. A leave donor shall have remaining at least 36 added days of accrued sick leave if donating sick leave and at least 12 days of accrued vacation leave if donating vacation leave.
3. A leave donor shall not revoke the leave donation.

(e) While using donated leave time, the leave recipient shall accrue sick leave and vacation leave and be entitled to retain such leave upon his or her return to work.

1. Any unused, donated leave shall be returned to the leave donors on a prorated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one day per donor to be returned, that leave time shall not be returned.

2. Upon retirement, the leave recipient shall not be granted supplemental compensation on retirement for any unused sick days which he or she had received through the leave donation program.

(f) An employee shall be prohibited from 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 or promotion or making a threat to engage in, or engaging in, an act of retaliation against an employer.

ARTICLE XXIX
DURATION AND TERMINATION

SECTION I

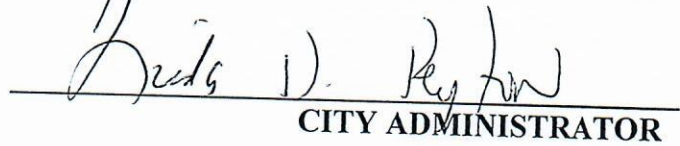
This Agreement shall remain in full force and effect from the first day of January 2013 until midnight of June 30, 2017.

SECTION II

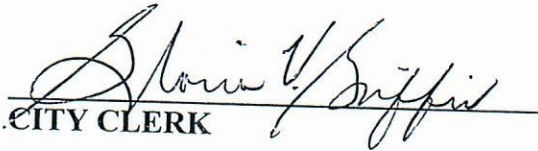
Thereafter, it shall automatically be renewed from year-to-year, unless either party hereto shall notify the other, in writing, sixty (60) days prior to the expiration date that it desires to modify said Agreement.

CITY OF PLEASANTVILLE:


MAYOR

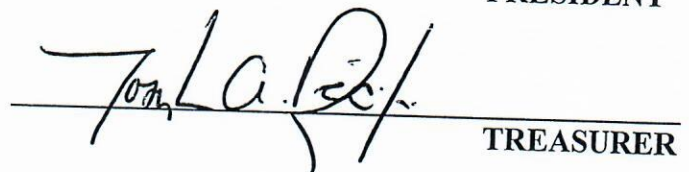

CITY ADMINISTRATOR

ATTEST:


CITY CLERK

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 2616


PRESIDENT


TREASURER

WITNESS:

