

1743

AGREEMENT

BETWEEN

THE CITY OF GLOUCESTER CITY

AND

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL NO. 51

JANUARY 1, 1994 THROUGH DECEMBER 31, 1996

① A

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AGREEMENT

THIS AGREEMENT entered into this 29 day of August, 1995, by and between GLOUCESTER CITY, in the county of Camden, a municipal corporation of the State of New Jersey hereinafter referred to the "City" and FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 51 duly appointed representative of the fire department of the City of Gloucester City, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the City and the Association.



ARTICLE I

PURPOSE

THIS AGREEMENT is entered into pursuant of the provisions of Chapter 303, Laws of 1968 (N.J. Rev. Statue 34:13A - 5.1 et. seq.) of the State of New Jersey, to promote and insure harmonious relations, cooperation, and understanding between the City and employees; to prescribe the rights and duties of the City and employees, all in order that public service shall be expedited and effectuated to the best interest of the people of the City of Gloucester.

ARTICLE II

EMPLOYEE REPRESENTATIVE

A. Majority Representative

The City hereby recognizes the Association as the sole and exclusive negotiating agent and representative for all full time Lieutenants, Firefighters, EMT-UFDs and EMTs employed in the City of Gloucester City Fire Department, but excluding all other personnel employed in the City of Gloucester City Fire Department and all other city employees.

The titles Lieutenant, Firefighter, EMT-UFD and EMT shall be defined to include the plural as well as the singular and to include males and females. The use of the word employee throughout this Agreement shall include all the titles listed in this Article.

B. Stewards

The Association must notify the City of the name of the steward. No more than one (1) steward and alternate is to designated.

C. EMT-UFD

1. All employees hired on or after January 1, 1995 shall be hired as "EMT-UFD" employees so long as such an eligibility list has been certified.

2. a. Employees hired prior to January 1, 1995 shall not be required to become "EMT-UFD" employees.

b. If an employee hired prior to the creation of the "EMT-UFD" position wants to become an "EMT-UFD" employee they

will be allowed the option so long as they meet all qualifications for the position. The employee would transfer from the PERS pension system to the PFRS pension system. The City will not be responsible for back pension payments. The City will be responsible for the City's portion of the pension payments under the PFRS pension system from the date the employee entered the PFRS pension system but not for any retroactive payments.

3. The present eligibility lists will remain in effect until (1) expiration (2) no eligibles remained on the lists, or (3) until the new "EMT-UFD" eligibility list is certified.

ARTICLE III

GRIEVANCE PROCEDURE

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

B. Nothing 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. With regard to employees, the term grievance as used herein means an appeal by an individual employee or group of employees, from the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them. With regards to the City, the term grievance as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this agreement.

With respect to employee's grievance, no grievance may proceed beyond step four herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this agreement.

Grievance Procedure

Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by

reference in this agreement, either expressly or by operation of law, shall not be processed beyond Step Four herein.

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

STEP 1:

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

STEP 2:

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

STEP 3:

If the association wishes to appeal the decision of the Chief, such appeal shall be in writing to the City Administrator within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The City Administrator shall respond in writing or schedule a hearing or both to resolve the grievance within five (5) calendar days of the submission.

STEP 4:

If the Association wishes to appeal the decision of the City Administrator, such appeal shall be in writing to the Mayor and Fire Committee within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor and Fire Committee shall respond in writing or schedule a hearing or both to resolve the grievance within ten (10) calendar days of the submission.

STEP 5:

If the grievance is not settled through Steps 1, 2, 3, 4 or 5, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employee Relations Commission. 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 parties incurring same.

E. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and



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

F. Upon prior notice to and authorization of the Mayor and Fire Committee the designated Association representatives shall be permitted as members of the grievance committee to confer with employees and 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 does not diminish the effectiveness of the City of Gloucester City Fire Department or require the recall of off duty employees.

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



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

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



ARTICLE IV

NON-DISCRIMINATION

A. The City and the Association agree that there shall be no discrimination against any Officer, Firefighter, EMT-UFD or EMT because of race, creed color, religion, sex, national origin or political affiliation.

B. The City and the Association agree that all Officers, Firefighters, EMT-UFDs and EMTs covered under this agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity, outside hours of work.



ARTICLE V

BULLETIN BOARD

The Association shall have the use of the bulletin board located in the Fire Department Headquarters or other station where members are assigned for a tour of duty for the use of notices relating to meetings, official business, activities and information of and about the Association.



ARTICLE VI

MANAGEMENT RIGHTS

A. The City of Gloucester City hereby retains and reserves unto itself, with limitation as per the Association contract and agreement with the Association, 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 generality of the foregoing, the following rights:

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

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

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

to the employees to require compliance by the employees is recognized.

4. To hire all employees and subject to the provisions of law, to determine their qualification and conditions of continued employment, or assignment and to promote and transfer employees.

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

6. The City reserves the right with regard to all other conditions of employment not reserved to make changes as it deems for the efficient and effective operation of the department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof and the use of judgement and discretion in connection therewith, shall be limited only by the Association contract and to the extent that the specific and express terms thereof shall be in conformance with the Constitution and laws of New Jersey and of the United States.

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

D. 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, working conditions or any other Article of this agreement, without prior consultation with the steward and the Association.



ARTICLE VII

STRIKES

The FMBA Local No. 51 and employees assure and pledge to the City that their goals and purpose are such as to not permit strikes by employees, nor work stoppages, slowdowns, or any other such method which would interfere with service to the public or violate the Constitution and laws of the State of New Jersey; and the FMBA Local No. 51 employees will not permit such activities nor encourage other employees to initiate the same; and the FMBA Local No. 51 and employees will not support anyone acting contrary to the provisions.

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ARTICLE VIII

HOLIDAYS

A. 1. Each member of the Fire Department, Officers, Firefighters, EMT-UFDs and EMTs hired on or before January 1, 1995, shall be entitled to one hundred sixty-eight (168) hours pay. Holiday pay shall be paid at the straight time hourly rate of the employee and payment shall be made twice yearly. On the first pay in June, members shall be paid for eighty-four (84) hours, and on the first pay in December, members shall be paid eighty-four (84) hours. Payment shall be made by single check, not to be combined with any other pay.

2. All employees hired after January 1, 1995 shall accrue holiday pay as follows:

| <u>Years of Service</u> | <u>Holiday Pay</u> |
|-------------------------|--------------------|
| 1st Year | 112 Hours |
| 2nd Year | 126 Hours |
| 3rd-4th Years | 140 Hours |
| 5th Year | 154 Hours |
| 6th & Subsequent Years | 168 Hours |

B. Whenever an Officer, Firefighter, EMT-UFD or EMT dies having credit any annual leave or holiday pay, properly accumulated, they should be calculated and paid to their estate a sum of money equal to the compensation which would have been received by the Officer, Firefighter, EMT-UFD or EMT if they had lived.

ARTICLE IX

VACATIONS

A. All members of the Fire Department shall be entitled to 2% of the annual salary as vacation bonus. This bonus shall be paid to the members on the first pay day in June and shall be paid by single check, not to be combined with any other pay.

B. 1. Employees hired on or before January 1, 1995 earn the following vacation:

| <u>Years of Service</u> | <u>Vacation Time</u> |
|-------------------------|----------------------|
| 1-4 | 144 Hours |
| 5-10 | 180 hours |
| 11-19 | 240 Hours |
| 19-24 | 300 Hours |

2. Employees hired on or after January 1, 1995 shall accrue vacation time as follows:

| <u>Years of Service</u> | <u>Vacation Time</u> |
|-------------------------|----------------------|
| 1st Year | 96 Hours |
| 2nd Year | 108 hours |
| 3rd-4th Years | 120 Hours |
| 5th Year | 132 Hours |
| 6th Year | 140 Hours |

Beginning with the seventh year of employment, all bargaining unit employees will receive vacation time in accordance with Section B.1 above.

3. For the purpose of the first six (6) years of benefit entitlement only, a "working day" shall be defined as eight

(8) hours. Thereafter, a "working day" shall be defined as twelve (12) hours.

C. 1. There shall be three (3) schedules posted, one (1) for EMTs, one (1) for Firefighters and one (1) for Lieutenants. Schedules shall be posted as to allow adequate time for each employee to review and make his pick of vacation time.

2. There shall be two (2) Firefighters, two (2) EMTs and one (1) Lieutenant allowed vacation at any time, but shall not exceed two (2) Firefighters, two (2) EMTs and one (1) Lieutenant. Vacation of the Chief will not deny any employee covered by this Agreement from taking vacation. Employees working in the title EMT-UFD shall schedule vacation according to that employee's assignment.

a. EMT-UFD employees assigned on the engine or ladder shall be placed on the Firefighter vacation schedule.

b. EMT-UFD employees assigned on the ambulance shall be placed on the EMT vacation schedule.

c. All other areas of vacation selection and scheduling shall be done in accordance with established past practices.

D. In case of an emergency, which is declared by the Mayor in writing, vacation may be limited to one (1) EMT, one (1) Firefighter and one (1) Lieutenant at a time. Only after every effort has been exhausted, shall vacation be limited. If an emergency does arise, members not able to use vacation time as

selected shall have the option to either carry time over to the next year, or sell back to the City as outlined in Section E.

E. The City will buy back unused vacation days on an hour for hour basis with approval of the Chief and the City Administrator. Vacation days maybe sold at any time during the year and paid by single check, not to be combined with any other pay.



ARTICLE X

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post of duty by an employee because of illness, exposure to contagious disease, or the attendance by an employee upon a member of his/her immediate family, seriously ill requiring the care or attendance of such an employee.

B. An employee who shall be absent from work for three (3) or more days for a reason spelled out in Section A above, will at the discretion of the Chief, be required to submit acceptable medical evidence substantiating the illness.

C. In case of sick leave because of exposure to contagious disease, a certification from the City doctor shall be required at the City's expense.

D. 1. Sick leave shall accrue for all regular full time employees hired prior to January 1, 1995 at the rate of twelve (12) hours per month during the first year of employment. Thereafter, commencing the following calendar year, one hundred eighty (180) hours of sick leave accrue, prorated, in every calendar year of employment and shall accumulate year to year.

2. Employees hired on or after January 1, 1995 shall accrue sick time as follows:

| <u>Years of Service</u> | <u>Sick Time</u> |
|-------------------------|------------------|
| 1st - 4th Years | 120 Hours |
| 5th Year | 132 Hours |
| 6th Year | 140 Hours |

Beginning with the seventh year of employment, all bargaining unit employees will receive sick time in accordance with Section D.1 above.

3. For the purpose of the first six (6) years of benefit entitlement only, a "working day" shall be defined as eight (8) hours. Thereafter, a "working day" shall be defined as twelve (12) hours.

E. 1. If an employee accumulates six hundred (600) hours sick time, which shall be called a bank, the employee shall be entitled to sell back to the City unused sick days from the prior year, at 100% value, but not to exceed one hundred eighty (180) hours sick time. When an employee retires, he shall receive at fifty (50%), one lump sum payment of all accumulated sick time hours, to a maximum of two thousand four hundred (2,400) hours of sick time at the employee's base rate of pay (defined as base salary plus longevity) at the time of retirement.

2. All employees hired after ~~the execution of this Agreement~~ ^{January 1, 1995} shall have a maximum sick time sell-back at the time of retirement of \$15,000.00, with the sick time hourly rate to be based on the employee's rate of pay (defined as base salary plus longevity) at the time of retirement.

3. Members wishing to sell back sick time shall submit request forms by January 15. Payment shall be made on the first pay in February by single check and not to be combined with any other pay.

ARTICLE XI

FUNERAL LEAVE

A. In the event of the death of an employee's spouse, mother, father, child (including foster and step-children), the employee shall be granted time off without loss of pay, during the period from the day of the death up to and including the day of the funeral, but in no event to exceed five (5) days.

B. In the event of the death of an employee's grandparents, father-in-law, mother-in-law, brother, sister, or relative living in the employee's household, the employee shall be granted time off without loss of pay during the period from the day of the death up to and including the day of the funeral, but in no event to exceed three (3) days.

C. Funeral leave may be extended beyond the three (3) working day period in B. above, without loss of pay, at the sole discretion of the Chief.

D. The above shall not constitute sick leave and shall not be deducted from the employee's annual sick leave.



ARTICLE XII

INJURY LEAVE

A. Injury leave shall be granted with full pay to employees temporarily disabled through injury or illness arising as a result of and in the course of their respective employment. Said injury leaves for temporary disability shall be governed by the statutes of the State of New Jersey and particularly the Worker's Compensation Statutes under Chapter 15 of Title 34 of the revised Statutes. Said injury leave shall extend for the time periods set forth in said Statutes.

B. Any amount of salary or wages paid or payable to Officers, Firefighters, EMT-UFDs or EMTs because of leave granted pursuant to section A. above shall be reduced by the amount of any Worker's Compensation award under Chapter 15 of Title 34 of the revised statutes made for disability because of the same injury or illness requiring such leave. It is the intention of the City to supplement any temporary disability payments made under Worker's Compensation to Officers, Firefighters, EMT-UFDs or EMTs so that said Officers, Firefighters, EMT-UFDs and EMTs receive their full salary or wage. Upon the cessation of payment of temporary disability by the carrier to the Officer, Firefighter, EMT-UFD or EMT, the City supplemental payment will also cease and the Officer, Firefighter, EMT-UFD or EMT, will be expected to return to work.

C. If an employee is injured on the job or becomes ill as a result of his job, the City may, at its sole discretion, extend the

injury leave period, without pay beyond the one (1) year limitation.

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ARTICLE XIII

CONDUCTING ASSOCIATION BUSINESS

A. The City agrees to grant time without loss of regular straight time pay to the Executive Delegate of the Association, (or appointed alternate), for the purpose of attending the regularly scheduled meetings of the State Association provided that at least seventy-two (72) hours written notice is given to the Chief. The Association shall designate, at the beginning of each year, the Executive Delegate and the President. It is specifically understood that the employee designated under this section shall not switch tours in order to receive pay for the purpose of attending said meetings under this section; and it is also understood that if any meetings occur on a non-scheduled period, the employee will receive no pay. It is provided further that the granting of such leave shall not interfere with the operation of the Fire Department of the City. The number of meetings for which time off without loss of regular straight time pay shall be granted shall not exceed one (1) per month.

B. During and for negotiations, the Association representatives so authorized by the Association, not to exceed four (4), 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.

C. The City agrees to grant time off for conventions pursuant to N.J.S.A. 11A:6-10; with the State Delegate and the President being off four (4) days, (total time of convention meetings), or their alternates and two (2) other chosen delegates three (3) days off.



ARTICLE XIV

LEAVES OF ABSENCE

A. Leaves of absence may be granted by the governing body.

B. Military Leave shall be granted according to Department of Personnel, (Civil Service), Rule 4A:6-1.11

C. Special Leave

Officers, Firefighters, EMT-UFDs and EMTs shall be permitted to exchange a tour of duty or a portion thereof with another member of the Fire Department, with approval of the Chief. At no time will the City be held responsible for any additional cost to those members agreeing to exchange of tours.



ARTICLE XV

LIMITATIONS OF LEAVE

A. No leave of absence or combination of leaves of absences including funeral, special leave, etc. shall exceed one (1) year. In case of continuous absence from duty of any Officer, Firefighter, EMT-UFD or EMT, of more than one (1) year duration said Officer, Firefighter, EMT-UFD or EMT so absent shall be automatically retired from the department on the first anniversary date from the date said absence began, except when the leave period is extended at the sole discretion of the City.

B. Any Officer, Firefighter, EMT-UFD or EMT absent from duty for a period of more than one (1) year on sick leave, because of sickness from any contagious disease, or condition resulting from said Officers, Firefighters, EMT-UFDs or EMTs line of duty, will be reviewed by the City's Physician and the employee's Physician, for the possible retirement or extension of leave by the City pursuant to Article XII, Section C.

C. Any Officer, Firefighter, EMT-UFD or EMT absent from duty for a period of more than one (1) year on injury leave because of injury received while on duty, will be reviewed by the City, Association Committee, and said employee, with reports from City Physician and employees Physician, to determine the abilities of employee to return to active duty with the department or the possible extension or retirement of said employee in pursuant with Article XII, Section C.

ARTICLE XVI

NORMAL DUTIES

A. Officers, Firefighters, EMT-UFDs or EMTs shall not be required to perform duties normally performed by the Police Department, or any other agency, bureau, or department, or divisions of any such agency, bureau, or department.

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ARTICLE XVII

SALARIES

A. The City agrees that Officers, Firefighters, EMT-UFDs and EMTs shall be paid weekly, by single check, not combining bonus pay, holiday pay, clothing maintenance allowance, etc., and that pay checks shall be in a sealed envelope.

B. Effective January 1, 1994, all bargaining unit employees hired before January 1, 1994 shall receive an annual salary as follows:

| <u>Classification</u> | <u>Salary</u> |
|-----------------------------------|----------------------|
| Firefighter or EMT-UFD - 1st year | \$30,839.00 |
| - 2nd year | 32,054.00 |
| - 3rd year | 33,270.00 |
| - 4th year | 34,485.00 |
| Fire Lt. | 36,832.00 |

C. Effective July 1, 1994, all bargaining unit employees hired before January 1, 1994 shall receive an annual salary as follows:

| <u>Classification</u> | <u>Salary</u> |
|-----------------------------------|----------------------|
| Firefighter or EMT-UFD - 1st year | \$31,764.00 |
| - 2nd year | 33,016.00 |
| - 3rd year | 34,268.00 |
| - 4th year | 35,520.00 |
| Fire Lt. | 37,937.00 |

D. Effective January 1, 1995, all bargaining unit employees hired before January 1, 1994 shall receive an annual salary as follows:

Classification

Salary

| | |
|-----------------------------------|-------------|
| Firefighter or EMT-UFD - 1st year | \$32,399.00 |
| - 2nd year | 33,676.00 |
| - 3rd year | 34,953.00 |
| - 4th year | 36,230.00 |
| Fire Lt. | 38,696.00 |

E. Effective July 1, 1995, all bargaining unit employees hired before January 1, 1994 shall receive an annual salary as follows:

Classification

Salary

| | |
|-----------------------------------|-------------|
| Firefighter or EMT-UFD - 1st year | \$33,371.00 |
| - 2nd year | 34,686.00 |
| - 3rd year | 36,002.00 |
| - 4th year | 37,317.00 |
| Fire Lt. | 39,857.00 |

F. Effective January 1, 1996, all bargaining unit employees hired before January 1, 1994 shall receive an annual salary as follows:

Classification

Salary

| | |
|-----------------------------------|-------------|
| Firefighter or EMT-UFD - 1st year | \$34,039.00 |
| - 2nd year | 35,380.00 |
| - 3rd year | 36,722.00 |
| - 4th year | 38,063.00 |
| Fire Lt. | 40,654.00 |

G. Effective July 1, 1996, all bargaining unit employees hired before January 1, 1994 shall receive an annual salary as follows:

| <u>Classification</u> | <u>Salary</u> |
|-----------------------------------|---------------|
| Firefighter or EMT-UFD - 1st year | \$35,060.00 |
| - 2nd year | 36,442.00 |
| - 3rd year | 37,823.00 |
| - 4th year | 39,205.00 |
| Fire Lt. | 41,874.00 |

H. Effective January 1, 1994, all bargaining unit employees hired after January 1, 1994 shall receive an annual salary as follows:

| <u>Classification</u> | <u>Salary</u> |
|-----------------------------------|---------------|
| Firefighter or EMT-UFD - 1st year | \$24,000.00 |
| - 2nd year | 26,097.00 |
| - 3rd year | 28,194.00 |
| - 4th year | 30,291.00 |
| - 5th year | 32,388.00 |
| - 6th year | 34,485.00 |
| Fire Lt. | 36,832.00 |

I. Effective July 1, 1994, all bargaining unit employees hired after January 1, 1994 shall receive an annual salary as follows:

| <u>Classification</u> | <u>Salary</u> |
|-----------------------------------|---------------|
| Firefighter or EMT-UFD - 1st year | \$24,000.00 |
| - 2nd year | 26,304.00 |
| - 3rd year | 28,608.00 |
| - 4th year | 30,912.00 |
| - 5th year | 33,216.00 |
| - 6th year | 35,520.00 |
| Fire Lt. | 37,937.00 |

J. Effective January 1, 1995, all bargaining unit employees hired after January 1, 1994 shall receive an annual salary as follows:

| <u>Classification</u> | <u>Salary</u> |
|-----------------------------------|---------------|
| Firefighter or EMT-UFD - 1st year | \$25,000.00 |
| - 2nd year | 27,246.00 |
| - 3rd year | 29,492.00 |
| - 4th year | 31,738.00 |
| - 5th year | 33,984.00 |
| - 6th year | 36,230.00 |
| Fire Lt. | 38,696.00 |

K. Effective July 1, 1995, all bargaining unit employees hired after January 1, 1994 shall receive an annual salary as follows:

| <u>Classification</u> | <u>Salary</u> |
|-----------------------------------|---------------|
| Firefighter or EMT-UFD - 1st year | \$25,000.00 |
| - 2nd year | 27,463.00 |
| - 3rd year | 29,927.00 |
| - 4th year | 32,390.00 |
| - 5th year | 34,854.00 |
| - 6th year | 37,317.00 |
| Fire Lt. | 39,857.00 |

L. Effective January 1, 1996, all bargaining unit employees hired after January 1, 1994 shall receive an annual salary as follows:

Classification

Salary

| | |
|-----------------------------------|-------------|
| Firefighter or EMT-UFD - 1st year | \$25,000.00 |
| - 2nd year | 27,613.00 |
| - 3rd year | 30,225.00 |
| - 4th year | 32,838.00 |
| - 5th year | 35,451.00 |
| - 6th year | 38,063.00 |
| Fire Lt. | 40,654.00 |

M. Effective July 1, 1996, all bargaining unit employees hired after January 1, 1994 shall receive an annual salary as follows:

Classification

Salary

| | |
|-----------------------------------|-------------|
| Firefighter or EMT-UFD - 1st year | \$25,000.00 |
| - 2nd year | 27,841.00 |
| - 3rd year | 30,682.00 |
| - 4th year | 33,523.00 |
| - 5th year | 36,364.00 |
| - 6th year | 39,205.00 |
| Fire Lt. | 41,874.00 |

N. **Hours of Work**

All members of the Fire Department, Officers, Firefighters, EMT-UFDs and EMTs, shall work a 10/14 hour work schedule. The day shift shall be ten (10) hours, from 8:00 A.M. - 6:00 P.M. The night shift shall be fourteen (14) hours, from 6:00 P.M. - 8:00 A.M. A normal tour will consist of two (2) day shifts, two (2) night shifts followed by four (4) days off duty. This will average a forty two (42) hour work week over the course of a year.

O. Calculation of employees' hourly rate, for purposes of calculating wages due under this Agreement, shall be based on a

forty-two (42) hour week. A daily rate shall be calculated at the hourly rate for a 10.5 hour work day.



ARTICLE XVIII

OVERTIME

A. Overtime shall be calculated based upon a 144 hour, 24 day work cycle. Employees shall be entitled to receive overtime pay at the rate of 1-1/2 times their regular hourly rate of pay for all "hours worked" in excess of 144 hours in a 24 day work cycle. "Hours worked" shall include only actual time worked and approved vacation time. Up to six (6) days of annual attendance at one (1) day schools and long term schools (computed at one [1] day for each one [1] day school and one [1] day for each long term school) shall be considered as "hours worked" towards the 144 hour provisions for overtime purposes.

B. 1. If a bargaining unit member is recalled to duty for an emergency as declared by the Mayor, they shall be entitled to receive overtime pay for all hours worked during said recall calculated at 1-1/2 times the employee's regular hourly rate of pay regardless of the number of hours worked in any work cycle.

2. If a bargaining unit member is recalled to duty for training, they shall be entitled to receive overtime pay for all time spent in said training calculated at 1-1/2 times the employee's regular hourly rate of pay regardless of the number of hours worked in any work cycle.

3. If a bargaining unit member is recalled to duty for a working fire, they shall be entitled to receive overtime pay for all hours worked during said recall, with a minimum of two (2)

hours at the overtime rate, calculated at 1-1/2 times the employee's regular hourly rate of pay regardless of the number of hours worked in any work cycle.

4. If a bargaining unit member is recalled to duty for any reason while on vacation, they shall be entitled to receive overtime pay for all hours worked during said recall, in addition to another vacation day, calculated at 1-1/2 times the employee's regular hourly rate of pay regardless of the number of hours worked in any work cycle.

C. Overtime shall be paid at the end of each cycle in a check separate from the normal pay. Said check shall be provided to the employee by the City no later than fourteen (14) calendar days following the end of each twenty-four (24) day cycle.

D. 1. In the case of a recall for the purpose of alarms, "District-Alarms", which shall be an automatic recall and the recall of personnel by the Chief or the Lieutenant in charge of the shift for other alarms or emergencies members shall receive compensation under the following conditions.

a. When recalled to duty, all personnel must report to the On-Duty Shift Lieutenant and/or the Chief for orders.

b. If, upon arrival, the Lieutenant and/or the Chief determines that additional help is not needed, all off-duty personnel will be released and receive no pay.

c. When placed in service, members will receive a two (2) hour minimum at the rate specified in Section B and thereafter hour-for-hour pay until released.

2. If recalled for the purpose of training, members shall receive a minimum of four (4) hours paid as specified in Section B above. If members are held for more than four (4) hours of training, they shall receive hour-for-hour pay until released of the rate specified in Section B above.

E. The Chief shall attempt to distribute overtime on a fair and equitable basis.

F. Overtime for personnel held on assignment past their normal relief time shall be paid to the next quarter (1/4) hour.



ARTICLE XIX

LONGEVITY

A. Each employee listed in Article XVII shall be compensated based upon the length of his or her service in the Gloucester City Fire Department as fixed and determined by the following schedule:

| <u>Years of Service</u> | <u>Longevity Payment</u> |
|-------------------------|--------------------------|
| After 5 Years | 2.0% |
| After 10 Years | 2.5% |
| After 15 Years | 3.0% |
| After 20 Years | 4.0% |
| After 24 Years | 5.0% |

B. The aforesaid longevity payments shall be paid in equal weekly installments in addition to and at the same time as the base pay.

C. Said additional percentage of salaries shall be computed from the anniversary date of hiring.



ARTICLE XX

WORK IN HIGHER RANK

A. An employee assigned to serve as a Line Officer shall be paid at a rate of pay applicable to the title for which assigned, for the period assigned starting with the first day of assignment.

B. In the absence of the Chief for a period of three (3) or more days, a Line Officer from the next lower rank shall be assigned to serve as Chief and receive a rate of pay applicable to the rank.

C. All acting positions shall be filled from the same rank. In the event no one from that rank is available, someone from the next lower rank shall be offered the position. Firefighters shall be offered acting positions in the event an Officer is not available. No officer shall work down in rank or as a Firefighter.



ARTICLE XXI

CLOTHING ALLOWANCE

A. Effective January 1, 1995, the City will provide four (4) sets of uniforms (to include four (4) shirts and four (4) pants) for each member of the bargaining unit, said uniforms to comply with OSHA requirements. In addition, the City will provide each bargaining unit member with a \$225.00 clothing maintenance allowance. Three (3) sets of uniforms will be provided during the first quarter of 1995, with the fourth set to be provided during the remainder of 1995.

B. Effective January 1, 1996, the City will provide no additional sets of uniforms. The City will provide each bargaining unit member with a \$650.00 clothing maintenance allowance.

C. At all times, the City will be responsible for replacing all damaged or worn uniforms, unless intentionally damaged by the employee. The employee shall be responsible for replacing the winter coat, shoes, belt, and other accessories.

D. The City will provide an initial issue for all new employees comprised of five (5) sets of uniforms (to include five (5) shirts and five (5) pants), 1 winter coat, 1 pair of shoes, 1 belt, and 1 badge and any other items required by the Chief. No uniform maintenance allowance will be paid to the employee during the first year of employment.

E. The City agrees to distribute the above clothing allowance the first pay period in July, by single check, not combined with any other pay.



ARTICLE XXII

EDUCATIONAL ALLOWANCE

A. 1. Effective January 1, 1995, **members** shall be entitled to six (6) courses, schools or classes per year, but not to exceed a total of \$700.00.

2. Effective January 1, 1996, members shall be entitled to six (6) courses, schools or **classes** per year, but not to exceed a total of \$800.00.

3. Schools shall be **selected** by the employee and shall not include any training **made** mandatory by the Chief. Schools must be job related and **will** include any **classes required** to obtain a degree in Fire Science **and/or** Emergency Medical Service.

4. Any member signing up for school shall make every attempt to attend on off duty time: (1) **members attending** one day schools, such as, but not limited to, **the State Fire College**, shall be given time **off** without loss of pay provided no one is on vacation, sick or injury leave, or (2) **members attending long term** schools, such as **Camden County Community College**, shall be granted one (1) day off without loss of pay **provided** no one is on vacation or sick or injury leave, with the **remainder** of said attendance being **during off duty hours** and said day off for **long term schools** be limited to one (1) day off in any one (1) **semester** (Spring and Fall).



5. Attendance at said schools shall be at the discretion of the Fire Chief. Said approval shall not be unreasonably denied.

6. Employees shall be entitled to exchange shifts with other qualified employees in order to attend long term schools, so long as said exchange does not create overtime.

B. All expenses and tuition are to be paid by the City. Payment shall be made to the school by the City whenever possible. Employees having expenses or tuition receipts shall be reimbursed within four (4) weeks from date submitted, provided that they have been approved and are turned in by the 20th of the month.

C. Accommodations shall be paid for schools of two or more days where travel time is more than two (2) hours. Accommodations shall have a maximum of \$50.00 per night and will not be deducted from Section A.

D. 1. The City will pay an incentive bonus of \$350.00 to any Firefighter or Fire Officer with EMT certification.

2. The City will pay an incentive bonus of \$350.00 to any EMT/Ambulance employee with Firefighter I certification.

3. The City will pay an incentive bonus of \$350.00 to any bargaining unit member with a Fire Inspector or Fire Official certification.

4. The City will pay an incentive bonus of \$350.00 to any bargaining unit member with a Paramedic certification.

5. Employees shall receive payment for only one (1) of the above incentive bonuses. Payment shall be made the first pay

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in April. Payment shall be made by single check and not combined with any other pay.

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ARTICLE XXIII

HOSPITALIZATION INSURANCE AND HEALTH CARE BENEFITS

A. The members of the Gloucester City Fire Department, and their dependents shall be covered under the New Jersey State Health Benefits Program.

B. Employees going on pension after twenty-five (25) years of service will be covered for hospitalization as defined in section A. above. Said employees shall remain in a pension status. At such time said pensioner becomes eligible for a Federal Program, he will be removed from the City's group plan. A certificate of eligibility will be sent to retired employees annually.

C. The City agrees to provide family dental coverage through City selected carrier for all employees.

D. The City agrees to provide a family optical and prescription plan equal to that of other City unions and employees.

E. The City agrees to provide for immunization shots for Hepatitis-B to any member.

ARTICLE XXIV

PROBATIONARY PERIOD

A. New employees shall serve a probationary period for 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 shall be used.

B. The Gloucester City Fire Department will utilize the following schedule for minimum training of new personnel:

1. All newly appointed Firefighters and EMT-UFD's will receive a minimum of six (6) weeks training prior to being assigned to work on a scheduled tour of duty. If a new member has completed FF-I prior to being hired and can demonstrate proficiency in the duties of his title, training time may be reduced to four (4) weeks at the discretion of the Chief.

2. All newly appointed EMTs will receive a minimum of three (3) weeks training prior to being assigned to work on a schedule tour of duty.

3. These time frames constitute a benchmark for minimum requirements and can be extended by order of the Chief. At no time will they be reduced. The final decision concerning proficiency will be the sole discretion of the Chief. Failure of a newly appointed employee to successfully complete training within a twelve (12) week period will be reason for dismissal.

ARTICLE XXV

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the City's Chapter, ordinance and rules and regulations of the Fire Department of the City. Any present benefits which are enjoyed by employees covered by this Agreement, that have not been included in the contract, shall be continued.



ARTICLE XXVI

SAVINGS CLAUSE

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of any clauses, sentence or paragraph in which offending language may appear, without agreement of both the City and FMBA Local No. 51.



ARTICLE XXVII

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporated 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 require to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not in the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.



ARTICLE XXVIII

TEMPORARY REPLACEMENTS

A. It is mutually agreed that a temporary replacement of a Firefighter, EMT-UFD or EMT may be made, by the City, if it is determined that a unit employee will be incapacitated or unable to perform the required duties and responsibilities for a limited length of time.

B. It is also mutually agreed that the temporary replacement will be knowledgeable in the duties and responsibilities of fire fighting and/or emergency medical services.

C. The City agrees that the Association may collect union dues from temporary replacements by payroll deduction as set by the Association, but not to exceed the regular membership dues.

D. 1. Any temporary replacement who is made permanent after taking the required Department of Personnel test, with no stoppage of work time because of another temporary replacement working in said position will have for the purpose of seniority and longevity, the ordinal start date used.

2. Any temporary replacement who passes the Department of Personnel test and is hired, will have all temporary time used towards his probationary period as so that no actual work time is lost in this process.



ARTICLE XXIX

MAINTENANCE OF BENEFITS

The City agrees that all benefits, terms, and conditions of employment not covered by this Agreement and relating to the status of members of the unit, shall be maintained at not less than the highest standards in effect at the time of the commencement of the collective negotiations leading to the execution of this Agreement.



ARTICLE XXX

RESPONSIBILITIES OF PARTIES

A. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations. Adequate procedures having been provided for equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the unit, it's officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, picketing, demonstrations, or other similar action which would involve suspension of or interference with normal work performance.

B. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fermenting or participating in a strike, slowdown, picketing demonstrations, or other such interferences.

C. It is the responsibility of the City and the Chief to maintain said building in which the Association members are assigned to a tour of duty in a reasonable fashion to the condition of furniture, equipment and supplies and the building, (inside and outside), so that living conditions will be as normal as for any other City employee's area or place of work.

D. Needed major repairs and work, other than normal house duties of Firefighters and/or EMTs will be done by qualified contractors.

E. The City agrees to make repairs and correct any code violations in the fire station.

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ARTICLE XXXI

ALL INCLUSIVE CONTRACT

This Agreement, in its entirety, contains all the benefits employees are entitled to, notwithstanding the established past practices in existence prior to this contract.

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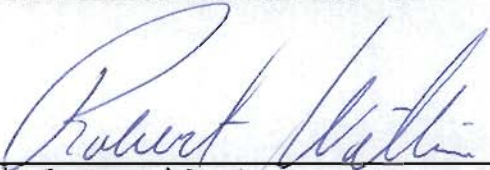
ARTICLE XXXII

DURATION OF AGREEMENT

THIS AGREEMENT shall extend through December 31, 1996. Either party wishing to terminate, amend or modify such agreement must notify the other party in writing or in compliance with the Rules and Regulations of the Public Employment Relations Commission, Chapter 85, P.L. 1977, Title 19, Chapter 16.

**FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION LOCAL NO. 51**

CITY OF GLOUCESTER CITY




Local President



Mayor



Chairman, Negotiation Committee



City Administrator



Local Secretary

Committee Member

Committee Member

Committee Member

Committee Member

