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1979

AGREEMENT dated the 1st day of April 1972 by and between the City of Atlantic City, a municipal corporation of the State of New Jersey, hereinafter referred to as the City, and the FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 66, hereinafter referred to as the ASSOCIATION.

1972-1973

ARTICLE 1 PURPOSE

H-72 - 6-30-73

This agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J.S.A. 34:13A-5.1 etc.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the City and the Employees; to prescribe the rights and duties of the City and Employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Atlantic City and its employees and the City.

ARTICLE 11 INTERPRETATION

It is the intention of the parties that this agreement be construed in harmony with the rules and regulations of the Civil Service Commission, Chapter 303 of the Laws of 1968, the statutes of the State of New Jersey, the ordinances of the City of Atlantic City and the Rules and Regulations of the Fire Department.

The City recognizes the Firemen's Mutual Benevolent Association, Local 66, as the exclusive negotiating agent and representative for all uniformed fire Department personnel, excluding all other employees employed by the City.

The City agrees that the Association has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment and men, procedures for adjustment of disputes and grievances and all other related matters.

ARTICLE IV- GRIEVANCE PROCEDURE

Definition- A grievance is any dispute between the parties concerning the application or interpretation of this agreement or any complaint by an employee as to any action or non-action taken towards him which violates any right arising out of his employment. The City shall not discipline any employee without just cause.

Step-1. All grievances shall be in writing, as shall all responses to them by the City.

The Association Grievance Committee shall receive, screen and process all grievances within five days of receipt. The processing of grievances shall take

place without discrimination and irrespective of membership or affiliation with the Association.

Step 2. The Grievance Committee shall, within five days after screening, submit grievance to the Chief of the Fire Department for resolution.

Step 3. In the event the parties are unable to resolve the grievance in the second step, either party may, within five days, refer the grievance to the Director of Public Safety.

Step 4. Arbitration.

In the event the grievance is not resolved at the third step, either party may within five days, refer the matter to 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 employer and the employee. If the City and the employee cannot mutually arrive at a satisfactory arbitrator within thirty(30) days after receipt of the list from the Public Employees 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 Civil Service Commission by the State of New Jersey which might be pertinent and render his award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared by the City and the FMBA. Any steward or officers of the FMBA required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Extensions and Modifications- Time extensions may be mutually agreed to by the City and the Association.

ARTICLE V CHECK OFF OF DUES AND INITIATION FEE

The City shall deduct dues and initiation fees from the wages of all personnel covered by this agreement who have filed with the City a proper dues deduction authorization card, as required by the laws of the State of New Jersey. The Association

shall advise the City of the fixed and standard dues and initiation fees of it's members and the payments shall be made to the Association on or before the first payday of each month.

ARTICLE VI EMPLOYED REPRESENTATION

The FMBA must notify the City as to the names of stewards and accredited representatives. No more than one steward and alternate is to be designated for each facility. Representatives of the FMBA who are not employees of the City will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing FMBA representation matters without notifying the head of the department.

ARTICLE VII-NON DISCRIMINATION

The City and employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, or age, as far as employment is concerned or as far as any opportunity for improvement or jobs or as a condition of employment. The City further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the Association, nor will the City encourage membership in any other organization or union, or do anything to interfere with the exclusive representation of the City in the appropriate bargaining unit.

ARTICLE VIII MANAGEMENT RIGHTS

It is the right of the City to determine the standards of service to be offered by it's agencies; determine the standards of selection for employment; direct it's employees; take disciplinary action; relieve it's employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the decisions on the above matters are subject to the Grievance procedure. Nothing in this article shall alter or relieve the City of any of its obligations undertaken by this agreement.

ARTICLE IX DUTIES OF OFFICERS

The parties agree that the Chief of the Fire Department and all other officers shall exercise their supervisory duties faithfully irrespective of the fact that they are covered by this agreement and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation in the FMBA.

ARTICLE X SAVINGS CLAUSE

In the event that any provision of this agreement shall be finally determined to be in violation of any applicable or Civil Service law or regulation, such determination shall not impair the validity and enforceability or the remaining other provisions of this agreement.

ARTICLE XI STRIKES

The FMBA assures and pledges to the City that its goals and purposes are such as to condone no strikes by public 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 will not initiate such activities nor advocate or encourage members of the unit to initiate the same; and the FMBA will not support anyone acting contrary to this provision.

ARTICLE XII BULLETIN BOARDS

A. The City shall permit the use of Bulletin Boards located in the respective Firehouses, by the Local, for the purpose of posting notices concerning Local 66 business and activities.

B. All such notices shall be signed by the President or other authorized official of the Local.

ARTICLE XIII FMBA STATE MEETINGS

A. The Executive Delegate and the President of the FMBA shall be granted leave from duty with full pay for all meetings of the SMBA State Association, when such meetings take place at a time when such officers are scheduled to be on duty, providing the affected delegate gives reasonable notice to his Captain to secure another employee to work in his place.

B. State Officers and State Committee Members of the FMBA shall be granted leave from duty with pay for all meetings of the State FMBA when such meetings take

place at a time when such officers are scheduled to be on duty, providing the effected delegates gives reasonable notice to his superior to secure another employee to work in his place. Maximum six days per annum.

ARTICLE XIV-CHANGE IN LAW GOVERNING THE HOURS OF THE WORK WEEK

If during the term of this agreement the State law is changed permitting the Firemen in this county to work a 42 hour work week, the City shall within 12 months of the date of passage of the required legislation reduce the present 56 hour work week to the new permitted 42 hour work week. The City shall introduce and have passed the required Ordinance to enable the reduction in hours. This change in hours shall take place without any change in salary schedule or fringe benefits.

ARTICLE XV OVERTIME PAY

A. Whenever any fire fighter works in excess of the normal work week (which is presently 56 hours, but it is conceivable that the work week will reduce as we move toward a 42 hour work week) he shall receive the straight time hourly rate of pay for all such hours. The straight time hourly rate shall be computed by using Police rates of pay (a 40 hour week rate) and paid in accordance with the hourly rate for the rank. Overtime payment shall be made on the first payday in December.

B. Call Back...in case of a call back for a general alarm or other emergency Firefighters shall receive a minimum of 3 hours pay at the straight time hourly rate as computed in paragraph A hereof.

C. Emergency Overtime Compensation....shall be \$3.25 per hour worked. Differential between ranks shall be maintained. The monies earned for the EOC shall be paid in the appropriate pay period. After January 1st, 1973-if emergency overtime money is appropriated.

D. Rotation of assignments for Overtime shall be in accordance with Dept Order 1101. The Chairman of the Safety Committee shall have access to the records of overtime so that he may ascertain that there is a fair distribution of the overtime work.

ARTICLE XVII HOSPITALIZATION INSURANCE

The current practice governing hospitalization insurance shall be maintained as provided in the City ordinance now in effect and shall remain in effect for the duration of this agreement.

ARTICLE XVIII CLOTHING ALLOWANCE

A-- The current practice governing clothing allowance shall be maintained as provided in the City Ordinance now in effect and shall remain in effect for the duration of this agreement.

B. During the period from April 1, 1972 to December 31 1972 each member shall receive \$150.00 -Clothing Maintenance allowance. Payment shall be made the first pay-day in December.

ARTICLE XIX LEAVES

A. Leave from duty with full appropriate pay shall be granted the members of the local's negotiation committee who attend meetings between the City and the Local for the purpose of negotiating the terms of the contract, provided the employee is scheduled to duty at the time simultaneous to attendance.

B.. Sick Leave..The City shall maintain and continue in effect, the current practice concerning sick leave as provided in the City Ordinance now in effect.

C. Injury leave shall be as provided in the City ordinance now in effect.

D. Funeral Leave..The current practice governing funeral leave shall be maintained as now provided in the City Ordinance except, that the definition of the term "immediate family" for which 4 calendar days of leave are granted, shall include mother-in law, father-in-law and grandparents.

ARTICLE XX VACATIONS...

A..A firefighter in his first year of service shall be entitled to one working days vacation for each month of service up to and including December of his initial year, thereafter he shall be entitled to a full paid vacation. Vacations shall be assigned according to policy.

B.. All firefighters except those mentioned in Section A above shall be entitled to twenty-four(24) actual working days paid vacation.

C.. All Captains shall be entitled to twenty-seven(27) actual working days
paid vacation.

D. All Battalion Chiefs shall be entitled to thirty(30) actual working days
paid vacation.

E..All Deputy Chiefs shall be entitled to thirty-three (33) actual working days
vacation.

F. The Chief Engineer shall be entitled to thirty-six(36) actual working days.
paid vacation

G.. Vacations shall be granted during the calendar year, selection for vacation period shall be based on seniority in rank at station house level.

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

ARTICLE XXI ACTING OUT OF TITLE

A. Effective April 1, 1972, assignments of firefighters to higher ranking positions shall be compensated at the higher rank's rate of pay when:

1. Such assignments in a particular position, except as provided in 2(a) of this clause, occur more than sixty(60) consecutive calendar days. On the Sixty-first (61) day, the assigned firefighter shall receive the higher rate of pay, or

2.. After a job vacancy exists for sixty(60) consecutive calendar days, the firefighter assigned to that position shall receive the higher rank's rate of pay.

a. This provision is not applicable to temporary assignments caused by vacations or sick leave.

B.If there is an existing Civil Service list for the higher rank, the number one man on the list shall be placed in the vacancy, after the required 60 days and shall receive the pay of the higher rank.

C. In the absence of an existing Civil Service list, and a vacancy exist for 60 consecutive days, the Senior man who is qualified shall be placed in the vacancy and receive the pay at the higher rank. After he has served in this vacancy for 90 days the next senior man with qualifications shall replace him and receive the higher rank rate of pay.etc.

D. A roster of those eligible for high rank assignments shall be maintained. A daily log will be kept indicating assignments or offers of assignments to higher ranked positions.

Firefighters offered assignments out of title may refuse them, but such refusal shall be charged as time spent in a higher rank for purposes of determining equitable distribution of assignments. In the event of refusal of assignment, the most junior eligible firefighter must perform the higher rank assignment. All assignments shall be reported to and recorded by the Chief or a designated representative.

D. The Director of Public Safety shall take steps to maintain promotional opportunities by obtaining for the Fire Dept personnel periodically, Civil Service qualify-

ing examinations for higher ranks and by declaring job vacancies as they occur.

ARTICLE XXII HOLIDAYS

Effective April 1, 1972, the employees covered by this agreement shall receive the following (13) paid holidays: Good Friday, Easter, Memorial Day, July 4, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Election day, Christmas, New Years Day, Washington's Birthday and Lincoln's Birthday.

The holiday pay shall be computed at the straight time hourly rate of pay by rank based upon eight(8) hour day, using Police rates of pay (a 40 hour work week rate) and paid in accordance with the hourly rate for the rank. Holiday pay shall be given to all employees for the above holidays whether or not they are scheduled off from work on the holidays. Holiday payment shall be made on the first payday in December.

ARTICLE XXIII PARITY FOR SALARY

The City agrees to maintain parity between firemen and policemen among the following ranks with regard to the base salary schedule:

Beginning Firefighter	Beginning Policeman
Firefighter	Patrolman
Captain	Sergeant
Battalion Chief	Captain
Deputy Chief	Inspector
Chief	Chief

In the event of any error the adjustment by the City shall not be made retroactive but shall be corrected prospectively.

ARTICLE XXIV CONTINUATION OF BENEFITS NOT COVERED IN THIS AGREEMENT..

All conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to the City's Charter, Ordinances Resolutions, Rules and Regulations of the Fire Dept of the City. Any and all present benefits which are enjoyed by employees covered by this agreement, that have not been included in this agreement shall be continued.

ARTICLE XXV Schedule of Salary

Effective April 2nd 1972, the Salaries for the members of the Fire Dept covered by this agreement shall be pursuant to and in accordance with Ordinance #17 of the City of Atlantic, which is attached hereto and made a part of this agreement.

ARTICLE XXXI Longevity

The present policy as established by City Ordinance governing Longevity shall remain in effect for the duration of this agreement.

SUPPLEMENT TO ARTICLE XV SECTION C

Because of condition beyond our control the o/t money accumulated from the inception of o/t until now shall be paid July 14-1972 An evaluation will be made in early September and if it is financially feasible it will be brought up to date in September . The balance of o/t payments will be made the first pay day in December.

ARTICLE XXIX EDUCATION

The City and the FMBA agree that the amount and quality of an employee's education often determines the value of his contribution to his Department and his community, and the degree of proficiency with which he performs his duties. To provide and incentive and encourage members of the Fire Department to achieve the advantages of advanced education the City shall conform to the Rules and Regulations, pursuant to the Civil Service concerning this provision.

ARTICLE XXX DURATION OF CONTRACT

This agreement shall be in full force and effect from April 1, 1972 til midnight March 31 1973. Either party wishing to terminate, amend, or modify such agreement must notify the other party in writing, no more than one hundred and eighty days, nor less than sixty days prior to such expiration date. Within 15 days of the receipt of the notification by either party a conference shall be held between tween the City and the FMBA'S negotiating committee for the purpose of such amendment, modification or termination.

In the event that the termination dgte of this agreement passes without a subsequent a greement being reached, this agreement remains in full force and effect.

IN WITNESS WHEREOF, the undersigned haved affixed their signatures as the duly authorized legal representatives of the City and the FMBA.

ATTEST:

Delaine Leone
City Clerk

Signed, sealed and Delivered
in the presence of:

Betty Jane Riggs

Mario F. Linares
Director of Public Safety

CITY OF ATLANTIC CITY

BY

Ed. Thibault
MAYOR

FIREMENS MUTUAL BENEFICENT ASSN.

Albert M. Rose
President

Robert Schumacher

James C. Tapp

William T. Sturdevant

Kenneth A. Smith

Tom Anderson