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Between

City of Atlantic City

~and~

Atlantic City Professional Fire Fighters Association  
I.A.F.F. Local No. 198  
AFL-CIO/CLC

Effective

January 1, 1993

to

December 31, 1995

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## ARTICLE 1

### PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J.S.A. 34:13A-5, etc.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the City and the 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 Atlantic City and its employees and the City.

## ARTICLE 2

### INTERPRETATION

A. 1. It is the intention of the parties that this Agreement be construed in harmony with the rules and regulations of the Department of Personnel, Chapter 303 of the Laws of 1968, the Statutes of the State of New Jersey, and the Ordinances of the City of Atlantic City, and the rules and regulations of the Fire Department of the City of Atlantic City.

2. It is also the intention of the parties that this Agreement be interpreted consistent with the Opinion and Award of Arbitrator John J. Pearce, Jr. (Dkt. No. IA-90-185; February 1991) and Arbitrator Lawrence I. Hammer (Dkt. No. IA-93-101; February 1994). In the event of any inconsistency between the Agreement and the aforesaid arbitrators' Awards, the Awards shall be deemed controlling and shall take precedence.

B. The City recognizes the International Association of Fire Fighters, Local 198, as the exclusive negotiating agent and representative for all uniformed fire department personnel, excluding all other employees employed by the City.

C. The City agrees that the Union 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 3

#### GRIEVANCE PROCEDURE

A. 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.

B. Procedure:

**STEP 1** - Filing Requirements. A grievance must be filed with the Union and a copy of same provided to the Chief of the Department within thirty (30) days of its occurrence or the time when the aggrieved should have known about it, or it shall be deemed abandoned. All grievances shall be in writing as shall all responses to them by the City.

STEP 2 - Review by Union Grievance Committee.

The Union Grievance Committee shall screen and study all grievances within fifteen (15) days of their receipt to determine whether same has or lacks merit. Such processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Union. Upon finding merit, the Union Grievance Committee shall present written confirmation of such determination to the Chief of the Department with request that the Chief of the Department investigate and resolve same.

STEP 3 - Review by the Fire Chief. The Chief of

the Department shall have no duty to investigate and resolve any grievance until the aforesaid confirmation and request is made by the Union Grievance Committee. Upon receiving same, the Chief of the Department shall have fifteen (15) days within which to answer the grievance.

STEP 4 - Review by the Mayor. In the event the

parties are unable to resolve the grievance at the Third Step, either party may, within fifteen (15) days, refer the matter to the Mayor of Atlantic City for his investigation and resolution. The Mayor may designate an individual in his stead to hear and resolve grievances presented, and the Union shall be provided timely notification of such individual's identity by the Mayor. The Mayor or his designee shall have fifteen (15) days within which to answer the grievance after his receipt of grievance referral.

**STEP 5 - Arbitration.** In the event the grievance is not resolved at the Fourth Step, either party may, after fifteen (15) days, refer the matter to impartial arbitration. Any party wishing to move the 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 public employer and the Union organization. If the City and the Union cannot mutually arrive at a satisfactory arbitrator within thirty (30) days after receipt of the list from P.E.R.C., 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, or by the State of New Jersey, which might be pertinent, and shall render his/her award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared by the City and the Union. Any steward or officer of the Union 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. The arbitrator shall not be empowered to add to or to subtract from this Agreement or render any decision in conflict with this Agreement.

C. TIME LIMITATIONS: Time extensions may be mutually agreed to by the City and Union.

#### ARTICLE 4

##### DUES CHECK-OFF

A. 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 Union shall advise the City of the fixed and standard dues and initiation fees of its members and the payments shall be made on or before the first pay day of each month.

B. 1. Employees covered by the Agency Shop Law, N.J.S.A. 34:13A-5.5, Chapter 77, P.L of 1979, are covered by the following clause. The representation fee in lieu of dues shall be an amount equivalent to regular membership dues, initiation fees and assessments charged by the majority representative of its own members less the cost of benefits financed through the dues, fees and assessments and available to benefitting only its members, but in no event shall such fees exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

2. The City shall deduct said representation fees from employees covered by the Agency Shop Law.

C. 1. Payroll deductions with respect to the Union dues and/or fees shall be at no cost to either the employee or Union.



2. Payroll deductions with respect to any insurance plan approved by the City shall be at no cost to either the employee or Union.

3. Any payroll deduction shall be taken at no cost to the employee or supplier of benefit. The Credit Union check shall be made available on pay days prior to twelve hundred (1200) hours. Also, the dues payroll deduction check for the Atlantic City Fire Fighters Union shall be made available on pay days prior to twelve hundred (1200) hours.

D. The Union agrees to indemnify, defend and hold and save the City harmless from any cause of action, demand, claim, suit, loss, damages or any other liability that shall arise out of or by reason of action taken under this clause.

#### ARTICLE 5

##### EMPLOYEE REPRESENTATION

The Union 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. I.A.F.F. representatives not employed by the City, will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing I.A.F.F. representation matters, without notifying the head of the Department.

#### ARTICLE 6

##### NON-DISCRIMINATION

The City and the Union 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, jobs, or as a condition of employment. The City further agrees that it will not interfere with or discriminate against any employee because of membership in, or legitimate activity on behalf of the Union, nor will the City encourage membership in any other organization or Union, or do anything to interfere with the exclusive representation of the Union in the appropriate bargaining unit.

#### ARTICLE 7

##### MANAGEMENT RIGHTS

It is the right of the City to determine the standards of service to be offered by its agencies; determine the standards of selection for employment; direct its employees; take disciplinary action, relieve its 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 in this Agreement.

## ARTICLE 8

### 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 the Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of affiliation with the Union.

## ARTICLE 9

### SAVINGS CLAUSE

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

## ARTICLE 10

### STRIKES

The Union 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 the service to the public or violate the Constitution and laws of the State of New Jersey; and the Union will not support anyone acting contrary to this provision.

ARTICLE 11

BULLETIN BOARDS

A. The City shall permit the use of bulletin boards located in the respective facilities by the Union, for the purpose of posting notices concerning Local 198 business and activities.

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

ARTICLE 12

UNION RELEASE TIME

A. The President, Vice President, Secretary, Treasurer, Sergeant of Arms, and Executive Delegate of the Union, and officers of the State Association, and members of State Association Committees, shall receive relief from duty with full pay to conduct contract and grievance negotiations, regular monthly meetings, conventions of the I.A.F.F., State Association of Firefighters and AFL-CIO, and seminars involving Union business.

B. The member requesting relief must send to the Chief, Form 56 at least twenty-four (24) hours in advance of the time requested, stating the matter and location of business.

## ARTICLE 13

### WORK SCHEDULE

A. Each division shall work the following schedule: Two (2) days of duty, ten (10) hours each day, (8:00 a.m. - 6:00 p.m.) immediately followed by two (2) nights of duty, fourteen (14) hours each night, (6:00 p.m. - 8:00 a.m.) immediately followed by four (4) consecutive days off.

B. With respect only to personnel assigned to staff, the following memorializes past practice which the parties intend to continue:

1. Staff personnel shall work four (4) days of duty, ten (10) hours each day, from 0800 to 1800 hours.

2. Staff personnel shall work four (4) out of five (5) days, Monday through Friday; and weekends and holidays shall be regularly scheduled days off.

3. A member of the staff shall be assigned one (1) day off during the aforesaid five (5) day work week, which day off shall be determined by the members' platoon commander.

4. Celebrated holidays, which fall during the five (5) day work week of staff, shall automatically be the assigned day off for every member assigned to staff functions.

## ARTICLE 14

### OVERTIME PAY

A. Overtime shall consist of all hours worked in excess of the average of forty-two (42) hours of work in any one

(1) week based on the cycle providing three hundred thirty-six (336) hours for eight (8) weeks.

B. 1. Overtime shall be computed at the rate of one and one-half ( $1\frac{1}{2}$ ) times the normal rate and including educational and longevity increments, computed on a forty-two (42) hour work week.

2. All overtime payable in monies will be paid during the appropriate pay period.

C. Rotation of overtime assignments shall be in compliance with existing department orders. The Union shall have access to the records of overtime so that there is a fair distribution of assignments.

D. When a firefighter is called back to duty, he/she shall receive a minimum of four (4) hours overtime pay, computed as follows:

1. For a general alarm or emergency, at the prevailing rate.

2. For other such order or assignment, on the basis of the applicable normal work week.

E. Call Back Holdover: If an employee works through his/her normal shift change, either through previous emergency recall or through a holdover, he/she will only be compensated on an hour-for-hour basis. This compensation will be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) per hour.

F. The City will comply with the Fair Labor Standards Act.

## ARTICLE 15

### CLOTHING ALLOWANCE

A. The City shall, upon hire, issue to all new personnel, all required uniforms and wet goods, in lieu of Eight Hundred Fifty (\$850.00) Dollars only in the first year.

B. Each member of the Atlantic City Fire Department shall receive Eight Hundred Fifty (\$850.00) Dollars each year for replacement and maintenance equal to or better than replacement as prescribed by the Health and Safety Committee (Art. 24), to be paid in a separate check on the first regular pay day in December of each year.

C. The City shall be responsible for changes in uniforms and wet goods, and for replacing all wet goods damaged, destroyed or contaminated in the line of duty. Employees shall be responsible for all other items.

D. Pursuant to O.S.H.A. regulations, the City will purchase special uniforms during 1994, to be in place by January 6, 1995.

## ARTICLE 16

### LEAVES

A. Leave from duty with full appropriate pay shall be granted to members of the Local's Negotiating Committee who

attend meetings between the City and the Union for the purpose of negotiating the terms of the contract, provided the employee is scheduled for duty at the time of the meeting.

B. Sick Leave - sick leave shall be allowed to one hundred forty (140) working hours per year, to be cumulative from year to year. One hundred twenty (120) sick hours worked shall be credited for each year of employment prior to the commencement of the Agreement dated January 1, 1973, with sick leave that has already been used during this previous period being deducted from the total. In no event shall any employee enter the present contract with less than ten (10) working hours credited to each month of service, or one hundred forty (140) working hours at the beginning of each contract period. Working hours credited for the period starting January 1, 1982 until January 1, 1983 shall be one hundred thirty (130) working hours.

C. 1. In the event that an employee suffers an illness or injury in the line of duty, in the course of employment, or as a result of his/her employment, he/she shall be compensated at full pay for a period not to exceed one (1) year. A Medical Review Board shall be created for the purpose of examining all matters pertaining to sick and/or injured members of the Atlantic City Fire Department. Any employee may be required to present to this Board a doctor's certificate to the effect that an illness or injury specified above required extended convalescence.

2. In the event that any illness or injury



sustained by an employee is not service connected, said employee shall have his injury or illness reviewed by the Medical Review Board for the purpose of determining whether or not such occurrence is of a major nature, thereby rendering the employee eligible for additional sick leave compensation in excess of the yearly one hundred forty (140) working hours, or accumulated sick leave which he/she may have exhausted. However, in no event shall any firefighter who shall have attained the commencement of his/her fourth year of employment not be compensated if he/she is sick or injured and requires convalescence, notwithstanding the nature of the illness or injury or whether or not said employee has exhausted his/her yearly or cumulative sick time.

3. All excuses and notification of illness or injury shall be submitted to the Medical Review Board for its determination. The Medical Review Board shall consist of the Mayor, his/her designate, either of whom may act as chairperson; the Fire Surgeon or his/her medical designate; the Union President or his/her designate; and one (1) superior officer selected by the Union or his/her designate. The Personnel Officer or his/her designate shall be an ex-officio non-voting member of the Medical Review Board.

D. Each year the City or its designate shall make available to each member of the Fire Department a current record of sick and injured days taken and the accumulated balance, if any. This record shall be made available with the annual

withholding statements. Notwithstanding the foregoing, and for the purposes of this section, sick leave shall be credited at the rate of ten (10) hours for each shift taken, regardless of the actual length of the specified shift. The City may process as a grievance any situation wherein an employee persistently abuses sick leave time.

E. Terminal Leave - Upon retirement, all employees shall be entitled to terminal leave with full pay and benefits as defined hereinbelow:

1. Salary increases as provided for in the Contract.
2. Blue Cross/Blue Shield and group life insurance.
3. Pension paid while on terminal leave.
4. Dental, eyeglass, and prescription plans paid while on terminal leave.
5. Sick and vacation days cannot be accumulated while on terminal leave.
6. No paid holidays while on terminal leave.
7. If an employee works one (1) day in a calendar year, he/she shall receive all vacation and clothing maintenance monies.

F. Terminal Leave Options - An employee may opt to take sick leave as follows:

1. All employees shall have the option to take their accumulated time up to one and one-half (1-<sup>1</sup>/<sub>2</sub>) years or 3,276 hours, on a bi-weekly basis.

2. Subject to the third paragraph of this section, the lump sum payment option shall be based on an individual's last hourly rate for all accumulated hours up to 3,276 hours. This payment must be made to the employee by the City no later than ninety (90) calendar days of application for the lump sum payment.

3. Terminal leave shall be amended to provide for a maximum accumulated time of sixteen (16) months, for all employees hired in 1984, and a maximum of fourteen (14) months for those hired in 1985, and a maximum of twelve (12) months for those hired in 1986. Current employees hired before 1984 will not be affected by this change.

4. Those individuals who elect to participate in the Early Retirement Program shall have their terminal leave pay paid on a four (4) year basis; the first payment shall be made on or before February 1, 1995 with subsequent yearly payments made by the first day of February in the year same is due. The terminal leave payment for those electing early retirement shall be on the following schedule: 1995 - 48%, 1996 - 15%, 1997 - 22%, 1998 - 15%. An individual who retires between January 1, 1993 to December 31, 1995 and does not elect to retire under the provisions of the "early out bill" shall have the terminal pay paid in accordance with current procedures.

If any retiree who elects the early retirement program has a sick leave payment of \$20,000.00 or less in total, then that

individual may elect to have this payment made in 1995.

5. Employees must provide notice before the City's budget submission date of the year in which they intend to take terminal leave.

G. In the event of the death to a member of the Fire Department, the City shall pay all accumulated sick time up to 3,276\* hours, all holiday pay, all clothing allowances and all vacation days in full.

H. Injury Leave - shall be provided as per City Ordinance in effect.

I. Funeral Leave:

1. Five (5) calendar days shall be granted in the event of the death of a member of the immediate family of a firefighter. Immediate family shall include spouse, mother, father, sister, brother, child, mother-in-law, father-in-law, grandparent, and grandchild. Also step-mother, step-father, step-sister, step-brother and step-children. These days are to be taken from either the date of death on, or from the date of the funeral back.

2. One (1) calendar day leave will be granted for the death of any other blood relative, and for the death of a brother-in-law, sister-in-law, cousin, and grandparents of firefighter's spouse. The day's leave shall be given for either the date of death or the funeral day.

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\* This number shall be reduced in accordance with Section F.3, above.

3. No funeral leave (subsection 1 or 2 above) will be granted to any firefighter who is on an approved leave, other than funeral leave, while a death of any of the individuals specified herein occurs.

4. Travel time of one (1) day maximum shall be granted to any member for an approved leave as per subsections 1 and/or 2 above who must travel more than two hundred fifty (250) miles round trip to the funeral or viewing.

## ARTICLE 17

### VACATIONS

A. The vacation schedule for employees hired after 1/1/84 shall be as follows:

First Twelve Months	One (1) Working Day per Month
Second Year	Sixteen (16) Working Days per Year
Third Year	Twenty (20) Working Days per Year
Journeyman	Twenty-four (24) Working Days per Year

B. 1. All Firefighters, except those covered above, shall be entitled to twenty-four (24) actual working days paid vacation.

2. All Captains shall be entitled to twenty-eight (28) actual working days paid vacation.

3. All Battalion Chiefs shall be entitled thirty-two (32) actual working days paid vacation.

4. All Deputy Chiefs shall be entitled to thirty-six (36) actual working days paid vacation.

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

D. A maximum of four (4) vacation days may be converted to sick days per year with approval of the Medical Review Board. All personnel who are in the negative shall be docked pay for sick time unless they are convalescing from a sickness approved by the Medical Review Board.

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

F. Two (2) personal days - one (1) day can be converted to Holiday Pay if not taken before November 1st of each year. One (1) day will be carried to the following year if the Chief cannot schedule off. Selection of personnel days shall be in accordance with A.C.F.D. Order No. 129 which provisions are incorporated herein by reference as though fully set forth at length, and the City shall continue to comply with same.

G. The City shall pay fire fighters in 1989 for any compensatory days not used in 1987 and 1988.

ARTICLE 18

ACTING OUT OF TITLE

A. 1. Class A - Any out-of-title position due to retirement, extended illness, injury, death or military call-back of a minimum of ninety (90) calendar days, will be paid on a *per diem* rate of the out-of-title position and all Class A or provisional officers will receive all benefits of the out-of-title position. Computing shall start with the beginning of an assignment.

2. Regulations for Class A - In the event an employee is assigned to act out-of-title, he/she shall be selected from an existing promotional list of eligible employees for the position on a Class A out-of-title position. If no existing list is current, such employees shall be selected from the rank next preceding the vacated position. Assignments in Class A out-of-title shall be rotated on a cycle of ninety (90) working days, distributing such assignments equitably among the senior qualified personnel on the following basis:

a. A roster of those eligible for higher rank assignments shall be maintained. A daily log shall be kept and shall be the responsibility of the personnel officer or his/her designate, indicating assignments to higher ranked positions. Each calendar quarter, it will be made available to the parties to this Agreement to ascertain whether there has been an equitable distribution of assignments. Adjustments shall be made in the next

calendar quarter by making more assignments to those who served or had the opportunity to serve the least number of days for the preceding quarter.

b. Firefighters offered assignments out-of-title may refuse them, but such refusal will be charged as time spent in a higher rank for purposes of determining equitable distribution of assignments.

c. If there is an existing Department of Personnel list for the higher rank, the number one man on the list shall be placed in the vacancy.

d. In the absence of an existing Department of Personnel list, the senior man who is qualified shall be placed in the vacancy for ninety (90) working days and receive the pay at the higher rank. After these ninety (90) working days, the next senior man with qualifications shall replace him and the same conditions will prevail. In the event of a two-part promotional examination in which an interim list is issued, only personnel on the interim list will be deemed "qualified" to act out-of-title in the higher position.

e. In the event of refusal of assignment, the most junior eligible man must perform the higher rank assigned. All assignments for refusals shall be reported to and recorded by the Chief or his/her designate.

f. The Fire Chief and the Mayor shall take steps to maintain promotional opportunities by obtaining for fire



department personnel, periodical Department of Personnel qualifying examination for higher ranks and by declaring job vacancies as they occur.

g. When a promotional vacancy is created due to the terminal leave provision, and where there is an existing promotional list, such promotion shall be made within fifteen (15) consecutive days of the vacancy. In the event there is no existing list, Section A.2.d. will prevail.

B. 1. Class B - Any temporary out-of-title position caused by vacation, sickness, injury, military leave, funeral leave or emergency leave. Any person covered by this Agreement who is requested to accept the responsibilities and carry out the duties of position or rank above that which he/she normally holds, shall be paid at the rate for the position or rank while so acting. Computing shall start with the beginning of an assignment.

2. Regulations for Class B

a. Any person who is assigned to a higher position will be paid for the days he/she worked in the higher position, excluding days off.

b. The person assigned will be paid the difference in the hourly rate of the out-of-title position.

c. Acting Captain will be performed by journeymen firefighters in the particular company.

d. Acting Battalion Chief will be performed by Captains on the particular division.

e. Acting Deputy Chief will be performed by Battalion Chiefs on the particular division.

f. In the event of a promotional list, only personnel on the list will act "out-of-title" in the higher position. In the event there is no individual on the list permanently assigned to a Company, pursuant to Department of Personnel Regulations, personnel on the list will be reassigned to perform the acting out-of-title work. If there is no promotional list, then the acting out-of-title position will be performed by a journeyman assigned to seniority. At the Company level, the acting out-of-title position will be rotated on a four (4) working day basis. In the event of a two-part promotional examination in which an interim list is issued, only personnel on the interim list will be deemed "qualified" to act out-of-title in the higher position.

g. All assignment "acting out-of-title" for Battalion Chief and Deputy Chief will be distributed on an "equitable basis". "Equitable basis" shall be interpreted to mean the number of days worked as opposed to the number of assignments in higher positions.

C. The reason for the differential is that the responsibility assumed by the individual acting in an advance category is not adequately compensated. The reason for this is that they are being paid only for the days that they work and not *per diem*. Since an individual working in permanent rank on

a *per diem* basis actually is receiving 1/365 days salary because he/she is paid for his/her days off and vacation days. The individual acting out-of-title does not have the advantage of the *per diem* rate.

## ARTICLE 19

### HOLIDAYS

A. The employees covered by this Agreement shall receive the following holidays: Good Friday, Easter Sunday, Memorial Day, July Fourth, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Election Day, Christmas, New Year's Day, Washington's Birthday, Lincoln's Birthday, and Dr. Martin Luther King's Day.

B. The holiday pay shall be computed at the straight time hourly rate of pay by rank based upon a twelve (12) hour day using the forty (40) hour work week rate and paid in accordance with the hourly rate for the rank of the individual. Holiday pay shall be given to all employees for the above holidays whether or not they are scheduled off from work on the holidays. Longevity and educational stipends shall be added to the hourly rates of each individual.

C. Holiday pay shall be computed according to the rates in effect as of the date of actual payment, rather than the date of the occurrence of the holiday. It shall be payable in a lump sum in the last pay of November of each year.

D. Holiday pay for individuals acting "out-of-title" per the provisions of Article 18(A) above shall be computed at the higher rate of pay for only those holidays in which the individual held such "out-of-title" position. Similarly, holiday pay at the higher rate occasioned by a promotion shall be computed only for those holidays in which the individual held such promoted position.

The formula for figuring holiday pay is:  
Individual's base rate for forty (40) hours weekly x twelve (12) hours per day x fourteen (14) holidays = Holiday Pay.

## ARTICLE 20

### PAY SCALE

A. Any First Year Apprentice hired during the term of the Agreement, who has not passed the written and practical apprenticeship test, shall continue to be paid at the First Year Apprentice rate until he/she passes the test. Once the test is passed, the salary rate change shall be effective the next anniversary date of the employee following the date the test is passed. This same procedure shall apply to Second and/or Third Year Apprentices who fail the appropriate advancement test whereupon they shall continue to be paid at the level in which they took the test. It is understood and agreed that increment in pay is conditional upon passing of test.

B. 1. If a First, Second or Third Year Apprentice passes the apprenticeship test the first time taken and the test

is taken before his/her anniversary date, the salary rate change shall be effective on the employee's anniversary date.

2. If the First, Second or Third Year Apprentice passes the apprenticeship test the first time taken and the test is taken after his/her anniversary date, the salary rate change shall be effective retroactive to the employee's anniversary date.

3. If the First, Second or Third Year Apprentice fails the test and he/she retakes the examination and passes it, the salary rate change will not become effective until the employee's next anniversary date.

C. In accordance with the Memorandum of Understanding addressing implementation by the City of the Early Retirement Incentive Program, all fire fighters currently employed (as of December 31, 1993) in the Department shall reach the top step of the Fire Fighters Guide at the commencement of their fourth (4) year of employment as referenced in Section D below. All new fire fighters hired after January 1, 1994 and through December 31, 1995 shall be paid pursuant to a seven (7) step salary guide as referenced in Section E below. Such new Fire Fighters shall not reach the top pay for a Senior Journeyman until he/she reaches the beginning of the seventh (7) year of their employment. New hires will move down one (1) step on the guide on the anniversary date of their employment (i.e., move to the next higher level of pay) and would move to the same step on the 1995 guide effective January 1, 1995.

D. The pay scale for all line fire fighters and the superior fire officers who have commenced employment prior to January 1, 1994 shall be as follows:

<u>Title</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>
Apprentice I	\$28,488.00	--	--
Apprentice II	\$29,728.00	\$30,917.00	\$32,154.00
Apprentice III	\$30,966.00	\$32,205.00	\$33,493.00
Journeyman	\$45,492.00	\$47,292.00	\$49,167.00
Fire Captain			
Fire Inspector			
Maintenance Repairman			
Custodian			
Air Mask Technician	\$52,164.00	\$54,064.00	\$56,014.00
Battalion Chief			
Asst. Chief Fire Insp.	\$59,842.00	\$61,842.00	\$63,892.00
Deputy Chief			
Chief Fire Prevention	\$68,789.00	\$70,889.00	\$73,039.00

E. The pay scale for all fire fighters who are hired after January 1, 1994 and through December 31, 1995 shall be as follows:

<u>Title</u>	<u>January 1, 1994</u>	<u>January 1, 1995</u>
Apprentice I	\$29,200.00	\$30,400.00
Apprentice II	\$30,400.00	\$31,600.00
Apprentice III	\$31,600.00	\$32,800.00

<u>Title</u>	<u>January 1, 1994</u>	<u>January 1, 1995</u>
Journeyman I	\$35,100.00	\$36,300.00 ✓
Journeyman II	\$38,600.00	\$39,800.00
Journeyman III	\$42,100.00	\$43,300.00
Senior Journeyman	\$47,292.00	\$49,167.00

F. 1. The parties further agree that in subsequent negotiations for collective bargaining agreements for the years 1966 through 2001 that the seven step program to maximum shall be maintained; not steps may be reduced; employees hired after January 1, 1994 shall not be accelerated through the step program, and the parties shall maintain the same relative standing between steps as exists for the period 1993-1995. This requirement is mandated in recognition of the fact that the City of Atlantic City shall be making payments through this period for the early out.

2. All pay increases as outlined herein will be paid retroactively. The Memorandum of Understanding referenced in Section C above is incorporated herein by reference as though fully set forth at length.

G. All accumulated time shall be listed on paycheck stub.

ARTICLE 21

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 and the rules and regulations of the Atlantic City Fire Department. 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, if legal.

ARTICLE 22

LONGEVITY

The payment for longevity shall commence on the employee's anniversary date of employment. Actual payment shall be made in the ensuing pay period following the anniversary date of employment. All employees covered by this Agreement shall receive longevity as follows:

5 years . . . . .	2%
10 years . . . . .	4%
15 years . . . . .	6%
20 years . . . . .	10%



ARTICLE 23

TRANSFERS AND ASSIGNMENTS

A. Transfers and assignments shall provide the highest degree of efficiency in every unit of the Fire Department by assigning a combination of experienced and less experienced personnel. Each unit shall consist of the following balance, whenever possible:

One (1) Company Officer

One (1) Senior Firefighter

Two (2) Journeyman Firefighters

One (1) Apprentice Firefighter

B. Definitions

*Senior Firefighter* - Excess of fifteen (15) years of service.

*Journeyman Firefighter* - Less than fifteen (15) but more than three (3) years of service.

*Apprentice Firefighter* - One (I), two (II), or three (III) years of service.

C. A higher seniority vacancy may be covered by a firefighter with lower service time. However, a lower seniority vacancy may not be covered by a firefighter with a higher service time.

Exception: Journeyman firefighters may cover when no apprentice is available.

D. Apprentice firefighters shall be rotated to meet the requirements of the Fire Department's training program.

E. Transfers will not be utilized to punish or discriminate against any personnel.

F. Captains with less than one (1) year in grade shall be subject to training assignments which training shall occur within a reasonable period after placement into rank of Captain.

G. Personnel may transfer by mutual agreement with personnel of equal rank and seniority with approval of the Division Commander and Chief Engineer.

H. All personnel may request a transfer by opening his/her assignment to bids by other personnel of equal rank and seniority, with the approval of the Division Commander and the Chief Engineer. The individual's new assignment would be determined by the vacancy created by the successful bidder to his/her position.

I. Mutual transfer and initiated transfers shall be limited to one (1) per year.

J. Posting Procedure and Selection Criteria.

1. When a vacancy or new position occurs within the bargaining unit it shall be filled temporarily by the Chief of the Department. The City shall immediately post notices on the bulletin boards in all fire stations setting forth the classification, job duties and requirements, hours and days of work, starting time and wage rate of the job to be filled

permanently. Employees desiring to apply for the job shall make application to the Chief of the Department setting forth their qualifications, seniority, etc. Copies of these applications and of the notices are to be filed with the Secretary of the Union. Notices shall remain posted for ten (10) days. Employees who do not make application within the period of the posting shall have no right to consideration for the job with the exception that employees who are not at work during the entire posting period and who have sufficient qualifications and seniority shall be considered as filling an application for the job.

2. In filing vacancies by promotion or transfer where ability and other qualifications are equal, seniority within the Fire Department shall control. The term "ability and other qualifications" used herein shall include observing the rules and regulations of the Fire Department. The Chief of the Department shall define and determine the standard of "ability and other qualifications" which can not be arbitrarily or selectively established.

3. Employees who are placed into vacant or new positions by process of their submitting a bid therefore under the provisions of Section J(1) above shall not be entitled to or assured of vacation preference previously submitted and/or authorized, although the Chief of the Department shall attempt to accommodate the employees' vacation preference if and whenever possible.

4. The Chief of the Department may deny placement of an applicant possessing ability and other qualifications to the vacant or new position should the Chief of the Department determine, exercising bona fide discretion, that such individual is needed more in the position already assigned.

#### ARTICLE 24

##### HEALTH AND SAFETY

A. The general safety and health for members of the Atlantic City Fire Department is the responsibility of the Chief of the Department. The Joint Labor/Management Safety and Health Advisory Committee shall have the responsibility for making recommendations on safety and health matters impacting members of the Atlantic City Fire Department. Such safety and health consideration shall include protective equipment and technological innovations. The Committee shall meet at the call of the Chairman, or upon majority vote of its members but at least quarterly.

B. The Committee shall be comprised of the Chief of the Department acting as Ex-Officio Chairman, the Fire Surgeon, a designee of the Chief of the Department and the President of the bargaining agent.

C. Committee action shall be taken upon the majority vote of the members with the Chairman casting the deciding vote in the event of a tie.

D. Unresolved safety and health issues after recommendations by the Committee shall be subject to the grievance procedure.

E. Both parties agree that the Union and/or Union Safety Committee can make non-binding recommendations to the Chief of the Fire Department to set safety manning standards for (fire) engines and trucks.

F. The City pledges to do whatever is economically feasible regarding increased staffing levels to ensure continued safe fire protection for its citizens and a continued safe working environment for members of the bargaining unit.

## ARTICLE 25

### EDUCATION

A. The City and the Union agree that the amount and quality of an employee's education often determine the value of his/her contribution to his/her department and his/her community, and the degree of proficiency with which he/she performs his/her duties.

B. To provide an incentive and encourage members of the Department to achieve the advantages of advanced education, the City shall conform to the rules and regulations of the New Jersey Department of Personnel concerning this provision.

C. 1. Fire science or related training and educational achievements are considered an important factor in the professional development of the firefighter. Achievements

in these areas shall be acknowledged with special salary increments based upon the following scale.

a. Upon the completion of fifteen (15) credit hours, of which three (3) credits must be in professionalism courses, and/or job related training, the Firefighter shall receive a two (2%) percent increment of his/her base salary.

b. Upon the completion of thirty (30) credit hours, of which six (6) credits must be in professionalism courses, and/or job related training, the firefighters shall receive a three (3%) percent increment of his/her base salary.

c. Upon completion of forty-five (45) credit hours, of which nine (9) credits must be in professionalism courses, and/or job related training, the firefighter shall receive four (4%) percent increment of his/her base salary.

d. Upon completion of an Associate Degree or sixty-four (64) credit hours, of which twelve (12) credits must be in professionalism courses, and/or job related training, the firefighter shall receive a six (6%) percent increment of his/her base salary.

e. Upon completion of seventy-nine (79) credit hours, of which fifteen (15) credits must be in professionalism courses, and/or job related training, the firefighter shall receive a seven (7%) percent increment of his/her base salary.

f. Upon completion of one hundred (100) credit hours, of which eighteen (18) credits must be in professionalism

courses, and/or job related training, the firefighter shall receive an eight (8%) percent increment of his/her base salary.

g. Upon completion of a Bachelors Degree or one hundred twenty-eight (128) credit hours, of which twenty-four (24) credits must be in professionalism courses, and/or job related training, the firefighter shall receive a nine (9%) percent increment of his/her base salary.

h. Upon completion of a Masters Degree or one hundred seventy-five (175) credit hours, of which twenty-four (24) credits must be in professionalism courses, and/or job related training, the firefighter shall receive a ten (10%) percent increment of his/her base salary.

2. All non-fire related courses mandated by an institution as a requisite for a fire science degree shall be eligible for educational increments. Adjudication of these payments shall be subject to the approval of the Education Committee.

3. Other specialized training, such as seminars or special courses, can be used with college credits as a base for increment. The general guidelines are that the total hours spent in the approved special programs will provide credit equal to hours spent in the classroom, at the following rate: Three college credits = forty (40) hours related training.

4. Professionalism courses and/or job related training shall be interpreted to mean the following: All fire

science courses taught at an accredited fire science institution, and fire related courses.

5. Job related training shall be given for:

- (a) One (1) Math Course
- (b) One (1) Science Course
- (c) One (1) Construction Course
- (d) One (1) Management Course

D. Applications for training or educational incentives shall be made to the designated personnel officer, and review and final approval shall be with the consent of the Education Committee in February and July of the calendar year. Percentage increments to be effective February 1st and July 1st of the year.

## ARTICLE 26

### SECONDARY JOBS

The parties agree that all members of the Atlantic City Fire Department who are employed at other jobs, in addition to their activities as a member of the Department, shall comply with all existing rules and regulations.

## ARTICLE 27

### PERSONNEL COMMITTEE

A. For the purpose of this Agreement, a Personnel Committee shall be created, to consist of the Mayor or his/her designate, who shall act as Chairman; the Chief of the



Department or his/her designate; the President of Local 198 or his/her designate; and one superior officer assigned by the Union, or his/her designate. The personnel officer or his/her designate shall be an ex-officio non-voting member of the Committee.

B. The Personnel Committee, in addition to other duties provided within the Agreement, shall determine:

1. The amount of sick leave for each firefighter accumulated up to and including the present Contract.

2. Whether or not an employee is eligible for an incentive pay increase as a result of any special training and/or college credits.

3. Whether or not a particular employee is suited for special training available to the member of the Atlantic City Fire Department.

## ARTICLE 28

### TEMPORARY ASSIGNMENT

A temporary assignment shall be defined in accordance with Department of Personnel rules and regulations.

## ARTICLE 29

### EXCHANGING TIME

A firefighter has the option to exchange time of shifts with a fellow firefighter no more than two hundred sixteen (216)

hours in any single calendar year taken in four (4) hour minimums with the prior approval of his/her superior officer. Under no circumstances shall the use of this option create any additional cost, through overtime or otherwise, to the City.

### ARTICLE 30

#### NEW EMPLOYEES

All new employees hired by the Atlantic City Fire Department, City of Atlantic City, shall be on an existing Department of Personnel list.

### ARTICLE 31

#### SUSPENSIONS AND FINES

A. All suspensions and fines as to Atlantic City Firefighters shall be dispensed in accordance with the rules and regulations of the Department of Personnel.

B. In any case where a member is relieved from duty and suspended by a superior officer, that member shall be so informed and be furnished with a copy of charges to be filed against him/her no longer than twenty-four (24) hours after the incident occurs, outside of Saturdays, Sundays and legal holidays. If a member is suspended, he/she shall be given a hearing before the Mayor or his/her designee. The member shall have the right to be represented in the form of counsel at his/her own expense or the designated representative of the Union. The above limits can be extended by mutual consent.

C. All members must be granted a hearing before the Fire Chief/Fire Director or his/her designee on any charge that costs the member in suspension or fine.

D. A suspension or fine shall be calculated at a rate equal to a per diem of the member's base wage.

## ARTICLE 32

### PAGERS

A. Pagers have been issued to officers and firefighters as a means of notification. It is not a mandate that pagers must be worn or carried at all times. However, it is highly recommended that pagers be carried for safety purposes, particularly on the fire grounds. It is the responsibility of the members of the Atlantic City Fire Department to give reasonable care to the pager system.

B. This paging system has not been created to eliminate paid professional firefighters.

## ARTICLE 33

### HEALTH BENEFITS

A. All members covered by this Agreement as of January 1, 1990 shall commence to receive the Blue Cross/Blue Shield U.C.R. plan which will consist of the following:

1. U.C.R. Surgical, Blue Shield;
2. Three hundred sixty-five (365) days coverage, Blue Cross;

3. Rider "J";
4. Dependent children to age twenty-three (23) not married;
5. Non-member rider;
6. Emergency room rider;
7. Catastrophic major medical, \$250,000.00;
8. Diagnostic lab and x-ray benefits will be combined for a limit of \$300.00;
9. Family deductible shall continue to be \$100.00 until July 1, 1994 when the family deductability shall be increased to \$200.00. At least one (1) member of the family must reach or exceed this amount in order to effectuate the family deductible. When this occurs, the first member to satisfy the deductible shall recover eighty (80%) percent of the next \$1,500.00, and then one hundred (100%) percent thereafter. All other family members become eligible for one hundred (100%) percent reimbursement once the family deductible has been satisfied.
10. Co-insurance limit shall be \$1,500.00;
11. All retired firefighters to be covered in our group at their own expense; except as noted in the following Sections 12, 13 and 14.
12. Effective January 1, 1986, the City will pay up to \$550.00 annually for individual health insurance plan for retirees for the first five (5) years of retirement only.
13. Retroactive to January 1, 1987, all members of the collective bargaining unit who retire on or after January 1,

1987 will receive a maximum of \$70.00 per month towards a hospitalization benefit plan.

14. The existing retiree medical insurance provision shall be modified to include that firefighters, who qualify for continued health benefits under this Article and who retire on or after 1/1/91, will receive pay from the City up to \$1,500.00 annually for individual health insurance for retirees for their first seven years of retirement. This modification shall be effective 1/1/91 and shall also include the condition that retirees who qualify for substantially equivalent coverage through another job or a spouse shall not be eligible while such coverage is available. An employee who goes off this coverage shall be eligible, if qualified, to return to coverage within said seven years. (Firefighters option - either \$840.00 provision or this new clause.)

15. Effective July 1, 1994, the health insurance coverage shall provide for a mandatory second opinion.

B. Dental - Basic Benefits

1. One hundred (100%) percent basic services.
2. One hundred (100%) percent periodontic services.
3. Seventy-five (75%) percent prosthodontic services.
4. a. Maximum per calendar year coverage \$1,800.00, orthodontic maximum 100% to \$1,800.00 additional per year and per patient, effective January 1, 1987.  
b. Effective January 1, 1988, dental coverage and

orthodontic coverage shall be increased to \$2,000.00 per year, per patient.

c. Dental coverage shall extend for dependents to age nineteen (19) unless the dependent is enrolled in an accredited college or university in which case coverage shall continue to age twenty-one (21).

\*d. Covered dependents who are nineteen (19) or over in 1984 shall receive the benefits to which they otherwise would have been entitled at City expense through the term of this Agreement.

C. Prescription Plan - All prescription drugs shall be covered 100% with a \$3.00 co-pay as of July 1, 1994 for all members and dependents, to age nineteen (19) or to age twenty-three (23) if enrolled as a full-time student in an accredited school. There shall continue to be no co-pay for prescriptions obtained prior to July 1, 1994.

D. Vision Plan - Benefits

1. Glasses and contact lenses every twelve (12) months, effective January 1, 1993. Usual, customary and reasonable fees covered.

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\* Explanation: Dependents are your lawful spouse and unmarried children to age nineteen (19), or to age twenty-three (23) if enrolled in an accredited school, college or university. Children include step-children, adopted children and foster children, provided such children are dependent upon the employee for support and maintenance.

2. Eye examination coverage every twelve (12) months, effective January 1, 1993. Usual, customary and reasonable fees covered.

3. Oversize lenses.

4. Tinted lenses.

5. One hundred (100%) percent examination with participating optometrist.

6. Coverage for members and dependents, children to nineteen (19) or to age twenty-three (23) if enrolled as a full-time student in an accredited school.

E. As per Agreement with the City, all employees shall receive an option to choose the South Shore Health Plan in lieu of Blue Cross and Blue Shield. The City will notify employees of the enrollment time for this plan.

F. Each employee shall receive all booklets from all health plans upon approval of the benefits by the Union and the City.

G. Any changes in the current plans must be negotiated with both parties. The Union shall not have any reduction in its current coverage.

H. The City shall provide release time for the Union's health and welfare representative, as proposed by the Union.

I. All retired members will be permitted to remain in the dental, prescription and vision groups at the member's own cost.

J. Article 33 as Award.

**ARTICLE 34**

**PHYSICAL FITNESS EQUIPMENT**

By July 1, 1985, the City will make physical fitness equipment available to the firefighters, with the equipment being located in one or more firehouses and with all unit members having reasonable access to the equipment.

**ARTICLE 35**

**FIREHOUSE EQUIPMENT**

Effective January 1, 1991, all firehouses will be equipped with: A commercial quality stove; a commercial quality refrigerator; a commercial quality sink; furniture for the stations; and first-aid kits. The City shall not only purchase, but also install (or, in the alternative, arrange for installation of) all the above items. The specifications are to be mutually agreed upon by the Chief of the Fire Department and the Local No. 198 Health & Safety Committee.

**ARTICLE 36**

**DURATION OF CONTRACT**

This Agreement shall be effective as of the first day of January 1993 and shall remain in full force and effect through the thirty-first day of December 1995. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, one hundred twenty (120) calendar days prior to the termination date, that it desires to



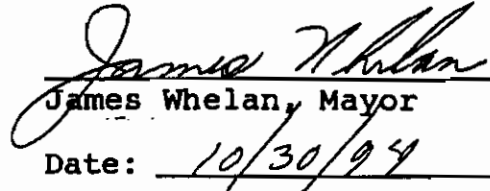
modify the Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.

ATTEST:


  
Benjamin Fitzgerald, City Clerk

Date: 11-3-94

CITY OF ATLANTIC CITY

  
James Whelan, Mayor

Date: 10/30/94

  
Eileen M. Lindinger, Esquire

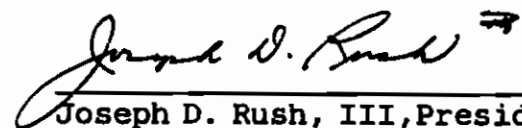
Date: October 18, 1994

ATTEST:

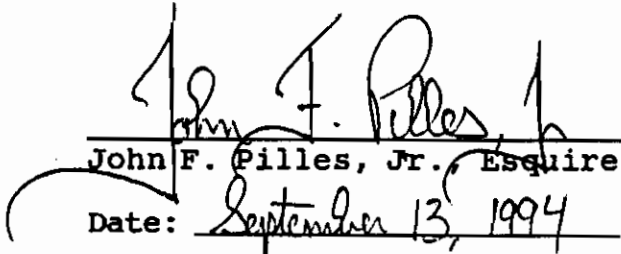
  
Kevin Stransky, Secretary

Date: \_\_\_\_\_

I.A.F.F. LOCAL NO. 198

  
Joseph D. Rush, III, President

Date: October 5, 1994

  
John F. Pilles, Jr., Esquire

Date: September 13, 1994

JFP/rxf  
c:\wpdocs\ac-contract

# Resolution of the City of Atlantic City

**No. 298**

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

*Paul J. Gallagher*  
 \_\_\_\_\_  
 City Solicitor /s/ Paul J. Gallagher

*James Sykes*  
 \_\_\_\_\_  
 Business Administrator /s/ James Sykes

Prepared by City Solicitor's Office

Council Members COURSEY & MANCUSO Present the following Resolution:

WHEREAS, the City of Atlantic City has been involved in collective bargaining with the Atlantic City Firefighters, Local #198 I.A.F.F.; and

WHEREAS, an agreement has been reached between the parties, as per the arbitration award attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest said COLLECTIVE BARGAINING AGREEMENT between the City and the ATLANTIC CITY FIREFIGHTERS, Local #198 I.A.F.F., covering the period from JANUARY 1, 1993 through DECEMBER 31, 1995.

dle May 18, 1994 04:03:56 PM R0298-94/COUNCIL/05-25-94

RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
COURSEY	/				/		MANCUSO	/					/
HUDGINS	/						NORRELL-NANCE	/					
KELLEY	/						ZINGARELLI						
LANGFORD	/						RUSSO, PRESIDENT						

x-Indicates Vote    NV-Not Voting    AB-Absent    MOT-Motion    SEC-Second

DATE OF ADOPTION: MAY 25 1994

*Benjamin R. Fitzgerald*  
 Benjamin R. Fitzgerald    City Clerk

This Resolution when adopted must remain in the custody of the City Clerk Certified Copies are available.