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AGREEMENT

Between

**CITY OF MARGATE CITY
ATLANTIC COUNTY, NEW JERSEY**

And

**FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
LOCAL NO. 41**

JANUARY 1, 2005 Through DECEMBER 31, 2007

Final Agreement - 8/16/05

Prepared By:

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AGREEMENT

THIS AGREEMENT, entered into this Sept. 1 day of 2005,
2005, by and between the **CITY OF MARGATE CITY**, in the County of Atlantic, a
Municipal Corporation of the State of New Jersey hereinafter called the "City," and
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 41, duly
appointed representative of the Fire Department of the City of Margate City, hereinafter
called the "Association," represents the complete and final understanding on all bargainable
issues between the City and the Association.

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ARTICLE I

PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J. Rev. Stat. 34:13A-5.1, et seq.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the City and 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 to the best interests of the people of the City of Margate City.

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ARTICLE II

EMPLOYEE REPRESENTATIVE

A. Majority Representative. The City hereby recognizes the Association as the sole and exclusive negotiating agent and representative for all Fire Captains, Fire Lieutenants and Firemen employed in the City of Margate City Fire Department, but excluding all other personnel employed in the City of Margate City Fire Department and all other City employees.

1. The title "Firemen" or "Fire Officer" shall be defined to include the plural as well as the singular and to include males and females.

B. Stewards. The Association must notify the City of the names of the Stewards. No more than one (1) Steward and alternate is to be designated.

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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 the Fire Chief or his designee.

C. 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee, or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

2. With respect to employee grievances, no grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions or employment controlled by statute or administrative regulations, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.

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

1
2 Step One. The aggrieved or the Association shall institute action under the provisions hereof
3 within twenty (20) calendar days after the event giving rise to the grievance has occurred or
4 knowledge thereof, and an earnest effort shall be made to settle the differences between the
5 aggrieved employee and the Fire Chief for the purpose of resolving the matter informally.
6 Failure to act within said twenty (20) calendar days shall be deemed to constitute an
7 abandonment of the grievance.
8

9
10 Step Two. If no agreement can be reached orally within five (5) calendar days of the initial
11 discussion with the Fire Chief, the employee or the Association may present the grievance in
12 writing within five (5) calendar days thereafter to the Fire Chief or his designated
13 representative. The written grievance at this step shall contain the relevant facts and a
14 summary of the preceding oral discussion, the applicable Section of the contract violated, and
15 the remedy requested by the grievant. The Fire Chief or his designated representative will
16 answer the grievance in writing within ten (10) calendar days of receipt of the written
17 grievance.
18

19
20 Step Three. If the Association wishes to appeal the decision of the Fire Chief, such appeal
21 shall be presented in writing to the Director of Public Safety within five (5) calendar days
22 thereafter. This presentation shall include copies of all previous correspondence relating to the
23 matter in dispute. The Director of Public Safety shall respond in writing, or schedule a
24 hearing, or both, to the grievance within ten (10) calendar days of the submission.
25

26 Step Four. If the grievance is not settled through Steps One, Two and Three, either party shall
27 have the right to submit the dispute to arbitration pursuant to the rules and regulations of the
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Public Employment Relations Commission. The costs for 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. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. 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 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 Director of Public Safety, the designated Association representatives shall be permitted as members of the Grievance Committee to confer with employees and the 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 Margate 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, then the disposition of the grievance at

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the last preceding step shall be deemed to be 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 to have been 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 Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Director of Public Safety on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be cancelled, and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

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ARTICLE IV
NON-DISCRIMINATION

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

B. The City and the Association agree that all Firemen 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. There shall be no discrimination by the City or the Association against any Fireman because of the Fireman's membership or non-membership or activity or non-activity in the Association.

C. It is understood that where there is specific statutory or administrative redress to an allegation of discrimination as set forth in this Article, recourse shall be to that avenue and not to the grievance procedure set forth elsewhere in this Agreement.

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ARTICLE V
BULLETIN BOARD

The Association shall have the use of the bulletin board located in the Fire Department Headquarters for the posting of notices relating to meetings, official business, activities and information of the Association only.

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ARTICLE VI
MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, 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 of 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 in 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 shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time-to-time deem best for the purposes 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 qualifications and conditions of continued employment, or assignment, and to promote and

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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 desirable and necessary 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 judgment and discretion in connection therewith, shall be limited only by the specific and express terms hereof, and only to the extent said terms are 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, county 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, or working conditions without prior consultation with the Association.

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ARTICLE VII

STRIKES

The Association and employees assure and pledge to the City that their goals and purposes 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 Association and employees will not permit such activities nor encourage other employees to initiate the same; and the Association and employees will not support anyone acting contrary to this provision.

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ARTICLE VIII

HOLIDAYS

A. All employees covered by this Agreement shall be compensated in 2002 for thirteen (13) paid holidays, based on an 8.4 hour day, regardless of whether any part of the holiday is worked or not. Effective January 1, 2003, all employees covered by this Agreement shall be compensated for eight (8) paid holidays, based on an 8.4 hour day, regardless of whether any part of the holiday is worked or not.

B. Employees working any holiday will not receive any additional compensation.

C. Payment for these holidays shall be in a lump sum with the last pay in November of each year.

D. Holidays are earned throughout the year on a pro-rata basis based upon an Employee being employed by the City on the date(s) when the holiday occurs. Therefore, new Employees or terminating Employees shall not receive holiday pay unless the Employee was on the payroll when the Holiday occurs.

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ARTICLE IX
VACATIONS

A. Annual vacations shall be granted as follows:

Up to the end of the First (1st) Calendar Year	One working Day For Each Month Worked Up to a Maximum of Eight (8)
During Second (2nd) Year of Service	Ten Working Days
During Third (3rd) Year of Service and Thereafter	Twenty-Four Working Days

All vacations shall be assigned according to Departmental Policy.

B. For all employees hired after January 1, 1999, the following vacation schedule shall be in effect:

Up to the end of the First (1st) Calendar Year.	One (1) working day for each month worked up to a maximum of eight (8)
Beginning the Second (2nd) year through the Sixth (6th) year of continuous service.	Sixteen (16) working days.
Beginning the Seventh (7th) year through the Tenth (10th) year of continuous service.	Twenty (20) working days.
Beginning the Eleventh (11th) year of continuous service.	Twenty-four (24) working days.

All vacations shall be assigned according to Departmental Policy.

C. All Captains shall be entitled to twenty-eight (28) actual working days paid vacation.
All Lieutenants shall be entitled to twenty-six (26) actual working days paid vacation.

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D. 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 on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation days.

E. Any unused vacation resulting from the pressure of work, as determined by the Chief, may be carried forward into the next succeeding year only, and will be scheduled to be taken in the next succeeding year.

F. Any employee injured or ill prior to utilizing vacation leave shall have the option of changing such vacation leave to available sick leave for the days the employee is injured or ill.

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1
2 ARTICLE X

3 SICK LEAVE

4
5 A. Service Credit for Sick Leave.

- 6 1. All employees shall be entitled to sick leave with pay as specified hereunder.
- 7
- 8 2. Sick leave for purposes herein is defined to mean absence from work of an
- 9 employee because of personal illness by reason of which such employee is unable to perform
- 10 the usual duties of his position, exposure to contagious disease, a short period of necessary
- 11 attendance upon a member of his immediate family seriously ill and requiring the care of such
- 12 employee. For the purpose of these rules, "member of immediate family" is interpreted as
- 13 meaning father, mother, husband, wife, child, foster child, sister, brother or relatives of the
- 14 employee residing in employee's household.

15
16 B. Amount of Sick Leave.

- 17 1. One (1) working day of sick leave with pay for each month of service from the
- 18 date of appointment up to and including the December 31st following such date of
- 19 appointment, and fifteen (15) days sick leave with pay for each calendar year thereafter. The
- 20 leave is credited in advance at the beginning of the year in anticipation of continued
- 21 employment for the full year. If an employee required none or only a portion of the allowable
- 22 sick leave for any calendar year, the amount of unused leave shall accumulate to his credit
- 23 from year-to-year. The employee shall be entitled to such accumulated sick leave with pay if
- 24 and when needed. An employee who leaves employment for any reason during the calendar
- 25 year shall reimburse the Employer for paid sick days used in excess of his or her pro-rated and
- 26 accumulated entitlement.
- 27
- 28 2. Paid sick days shall not accrue during a leave of absence without pay or

1
2 suspension.

3 3. Sick Leave Credits shall not accrue after an employee has resigned or retired
4 although his or her name is being retained on the payroll until exhaustion of vacation or other
5 compensatory leave.

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8 **C. Reporting of Absence of Sick Leave.**

9 1. If an employee is absent for reasons that entitle him to sick leave, the Fire
10 Chief or his designated representative shall be notified no later than two (2) hours prior to the
11 start of any scheduled p.m. work shift from which he is to be absent and no later than one (1)
12 hour prior to the start of any scheduled a.m. work shift from which he is to be absent except in
13 the case of an emergency.

14 a. Failure to so notify the Fire Chief or his designated representative may
15 be cause of denial of the use of sick leave for that absence and constitute cause for
16 disciplinary action.

17 b. Absence without notice for five (5) consecutive days shall constitute a
18 resignation not in good standing.

19
20
21 **D. Verification of Sick Leave.**

22 1. An employee who has been absent on sick leave for three (3) or more
23 consecutive work days shall be required to submit acceptable medical evidence substantiating
24 the illness.

25 a. An Employee who has been absent on sick leave for periods totaling
26 more than fifteen (15) days in any twelve (12) month period consisting of periods of
27 less than five (5) days shall have his or her sick leave record reviewed by the City and
28 thereafter may be required to submit acceptable medical evidence for any additional

1 sick leave in that year. In cases where an illness is of extended duration, the Employee must
2 submit acceptable medical evidence after each thirty (30) days of the illness
3 substantiating the illness and setting forth an estimated date of return to duty.

4 In cases where the Employee cares for a member of his immediate family
5 seriously ill and requiring the care of such Employee, acceptable proof of the illness of
6 the family member must be submitted substantiating the illness, if the Employee's
7 absence for such purpose is for three (3) or more consecutive work days.

8
9 b. The City may require proof of illness of an employee on sick leave,
10 whenever such requirement appears reasonable. Abuse of sick leave shall be cause for
11 disciplinary action. The Fire Chief may adopt such other sick leave verification
12 procedures that are reasonable and which the City deems appropriate.

13 c. In case of leave of absence due to exposure to contagious disease, a
14 certificate from the Board of Health of the employee's municipality of residence shall
15 be required prior to the employee's return to work.

16 d. The City may require an employee who has been absent because of
17 personal illness, as a condition of his return to work, to be examined, at the expense of
18 the City, by a physician designated by the City. Such examination shall establish
19 whether the employee is capable of performing the essential functions of a Firefighter
20 and that his return to work will not jeopardize the health or safety of the employee or
21 other employees.
22

23
24 E. Sick Leave Bank

25 In the event an employee has exhausted all of his accumulated sick leave, he will be
26 entitled to additional sick leave as provided for in the Sick Leave Bank Agreement signed by
27 the parties on May 2, 2002.
28

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1 **F. Attendance Incentive**

2 1. An employee who has reported to work as scheduled for all of his/her shifts from
3 January 1 to June 30 shall be eligible for a single payment of four hundred dollars (\$400.00)
4 each calendar year. If the employee fails to report to work for one (1) scheduled shift during
5 this timeframe, he/she is eligible for a single payment of three hundred dollars (\$300.00) each
6 calendar year.

7
8 2. An employee who has reported to work as scheduled for all of his/her shifts from
9 July 1 to December 31 shall be eligible for a single payment of six hundred dollars (\$600.00)
10 each calendar year. If the employee fails to report to work for one scheduled shift during this
11 timeframe, he/she is eligible for a single payment of five hundred dollars (\$500.00) each
12 calendar year.

13 3. An employee using more than one (1) sick day in either time frame set forth above
14 shall render that employee ineligible for any payment pursuant to this section.

15 4. All payments pursuant to this section shall be made along with the second payment
16 in January in the calendar year following eligibility.

17 5. Payments pursuant to this section shall not be included for overtime calculations.
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ARTICLE XI

FUNERAL LEAVE

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4 A. In the event of death in the Fireman's immediate family, the Fireman shall be granted
5 time off without loss of pay from the day of death up to and including the day of the funeral,
6 but in no event to exceed four (4) working days.
7

8
9 B. The term "immediate family" shall include only father, mother, father-in-law, mother-
10 in-law, grandparents, sister, brother, spouse, child and foster child of an employee, and
11 relatives residing in his household.
12

13 C. In the event of death of an Aunt, Uncle, Niece, or Nephew of the employee or the
14 employee's spouse, bereavement leave with pay shall be granted for the day of the funeral.
15

16 D. Funeral leave may be extended beyond the four (4) working day period without pay at
17 the sole discretion of the Fire Chief and Commissioner of Public Safety.
18

19
20 E. The above shall not constitute sick leave and shall not be deducted from the Fireman's
21 annual sick leave.
22
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ARTICLE XII

INJURY LEAVE

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4 A. The City shall provide Injury Leave consistent with NJSA 40A:14-16. If an employee
5 is incapacitated and unable to work because of an injury sustained in the performance of his
6 fire department duties, as evidenced by a Certificate of a City designated physician or other
7 doctor acceptable to the City, he shall be granted in addition to his annual sick leave with pay
8 or any accumulations thereof, leave of absence with pay for a period of three hundred sixty-
9 five (365) days or so much thereof as may be required, as evidenced by Certificate of a City
10 designated or accepted physician, but not longer than a period of which worker's
11 compensation payments are allowed.
12

13 If at the end of such three hundred sixty-five (365) day period the employee is unable
14 to return to duty, a Certificate from the City designated or accepted physician shall be
15 presented, certifying to his fact, and the employee may elect, if he or she so desires, to use all
16 or any part of the sick leave accumulated to supplement compensation payments so that the
17 combined payments and sick leave and allowance will approximate the employee's regular
18 basic wage or salary payment.
19

20 During the period in which the full salary or wages of any employee on disability
21 leave is paid by the City of Margate, any workers compensation payments made to or
22 received by or on behalf of such employee shall be deducted from the amount carried on the
23 payroll for such employee or shall be assigned to the City of Margate by the insurance carrier
24 or the employee.
25

26 In cases where an injury causes leave of extended duration, the employee must submit
27 acceptable medical evidence after each thirty (30) days of the disability leave substantiating
28 the need for continued Injury Leave and setting forth an estimated date of return to duty.

1 Whenever the City designated physician or physician acceptable to the City shall
2 report in writing that the employee is fit for duty, such Injury Leave shall terminate and such
3 employee shall forthwith report for duty.

4 Employees on job related disability leave and authorized to return from-said leave on
5 light duty are required to report same to the Fire Chief.
6

7
8 B. The disability, to be eligible for Injury Leave, must be due to an injury or illness
9 resulting from the employment.

10 1. Injuries or illnesses which would not have occurred but for a specific work
11 related accident or condition of employment are compensable.

12 2. Pre-existing illnesses, diseases and conditions aggravated by a work related
13 accident or condition of employment are not compensable when such aggravation was
14 reasonably foreseeable.

15 3. Illnesses which are generally not caused by a specific work related accident or
16 condition of employment, are not compensable except when the claim is supported by
17 medical documentation that clearly establishes the injury or illness is work related.
18

19 4. Progressive, degenerative or repetitive motion disorders, such as asbestosis or
20 carpal tunnel syndrome, are compensable only when the claim is supported by medical
21 documentation clearly establishing that the disorder would not have occurred but for the
22 performance of specific work duties.

23 5. Psychological or psychiatric illness is not compensable, except when such
24 illness can be traced to a specific work related accident or occurrence which traumatized the
25 employee thereby causing the illness, and the claim is supported by medical documentation.
26

27 6. An injury or illness is not compensable when the appointing authority has
28 established that the employee has been grossly negligent, including those injuries or illnesses
arising from impairment due to alcohol or drug abuse.

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ARTICLE XIII

CONDUCTING ASSOCIATION BUSINESS

A. The City agrees to grant time off without loss of regular straight time pay to the Executive Delegate and President of the Association (or appointed alternates) 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 Fire Chief. The Association shall designate, at the beginning of each year, the Executive Delegate and President. It is specifically understood that the Firemen so 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 specifically understood that if any of such meetings occur on a non-scheduled period, the Fireman shall 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 negotiations, the Association representatives so authorized by the Association, not to exceed two (2) 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.A.C. 4A:6-1.13.

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ARTICLE XIV

LEAVES OF ABSENCE

A. **Jury Duty**

Time as necessary to perform Jury Duty, if required to do so, shall be granted. An employee on Jury Duty shall be relieved of working his shift on that day and not required to work another shift or day in lieu of that shift or day. An employee serving on Jury Duty shall receive their full salary in addition to any Jury Duty pay for the time served.

B. **Other Leaves**

Leaves of absence with or without pay may be granted by the Governing Body for good cause.

C. **Maternity/Child Rearing Leave**

1. Disability related to pregnancy shall be treated as any other physical disability.
2. Unpaid Leave of absence for disability and/or child rearing/adoption leave shall be granted pursuant to the Federal Family Leave Act and/or the New Jersey Family Leave Act.

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ARTICLE XV

LIMITATIONS ON LEAVE

No leave of absence or combination of leaves of absences for any cause whatsoever, including sick leave, injury leave, funeral leave, etc., shall exceed one (1) year, except as provided in Article XII. In the case of continuous absence from duty of any Fireman, for any cause whatsoever, of more than one (1) year duration, such Fireman so absent shall be automatically retired from the Department on the first anniversary date from the date such absence began, except if the leave period is extended pursuant to Article XII, Section A.

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ARTICLE XVI

RETIREMENT

A. 1. Upon a Fireman's retirement, death, or honorable termination of employment after having served at least five (5) full years, said employee shall be compensated for his accumulated sick leave in accordance with the following schedule:

0 – 100 days of accumulated sick leave.....	\$150.00 per day.
101 – 200 days of accumulated sick leave.....	\$175.00 per day.
201 – 300 days of accumulated sick leave.....	\$200.00 per day.
101 – 200 days of accumulated sick leave.....	\$175.00 per day.

2. Any eligible firefighter with an excess of three hundred (300) available sick days upon said termination of employment can donate the remaining days to the Sick Leave Bank referred to herein in ARTICLE X, Section E.

3. Any employee who is separated from the City for cause arising from any disciplinary action shall not be entitled to compensation for accumulated sick leave.

B. Other yearly benefits upon retirement, death, resignation or honorable termination after the fifth year of employment shall be paid on a pro-rata basis based upon the number of months the employee has worked during that calendar year. If an employee terminates his employment and is not in good standing in accordance with Civil Service regulations, then no benefits will be paid.

C. All Civil Service requirements pursuant to 4:1-16-12 shall be complied with.

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ARTICLE XVII

SALARIES

A. All salaries shall be increased as follows:

- Effective January 1, 2005.....4%
- Effective January 1, 2006.....4%
- Effective January 1, 2007.....4.5%

B. The annual base salary of employees in this unit who were hired on or after January 1, 1995, shall be as follows:

<u>Title</u>	<u>(4%) 2005</u>	<u>(4%) 2006</u>	<u>(4.5%) 2007</u>
Captain	\$73,447	\$76,385	\$81,308
Lieutenant	68,007	70,727	74,594
Fireman (during 5th year of service and thereafter)	62,969	65,488	68,435
Fireman (during 4th year of service)	56,265	58,516	61,149
Fireman (during 3rd year of service)	49,815	51,808	54,139
Fireman (during 2nd year of service)	42,895	44,611	46,618
Fireman (during 1st year of service)	32,233	33,522	35,031

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C. Rank Differential (Lieutenants & Captains)

Salary Differentials between ranks shall be as follows:

2005.....	8%
2006.....	8%
2007.....	9%

D. Salaries set forth above shall be paid bi-weekly.

E. Upon the written request of the employee, there will be a payroll deduction for the Atlantic City Fireman's Federal Credit Union.

F. The above base salaries shall be adjusted to include longevity pay if applicable for overtime calculation and for pension purposes.

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1
2 **ARTICLE XVIII**

3 **WORK SCHEDULES & OVERTIME**

4
5 A. 1. All like personnel shall work a forty-two (42) hour work week averaged over
6 an eight (8) week cycle, according to the following schedule:
7

8 Two 10-hour days, followed by 24 hours off, followed by two 14-hour nights,
9 followed by 96 hours off, on a continuing basis.
10

11
12 2. The inclusion of the work schedule in this Agreement specifically does not
13 serve to waive any right on the part of the City to modify the schedule as an exercise of its
14 managerial rights based on operational needs.
15

16 B. Overtime shall be defined as any time worked in excess of an employee's assigned
17 shift.
18

19
20 C. Employees shall be paid one and one-half times their straight time hourly rate of pay,
21 including longevity, computed on the basis of forty-two (42) hours per week for all overtime
22 worked. Overtime accumulated in less than fifteen (15) minute segments of time shall be
23 compensated once a month. Larger segments of time shall be paid no later than on the pay day
24 for that pay which immediately follows the pay period in which the overtime occurred.
25 Employees will keep written track of their overtime on time sheets which are to be approved
26 by their supervisor.
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D. In case of call back for a general alarm or for cover-up duty or other emergency, employees shall receive a minimum of three (3) hours pay at the rate specified in Section C above, provided said hours are over time hours as defined in Section B.

E. In the event an employee shall work overtime in excess of three (3) hours or that same is required at any given instance, the employee shall receive hour-for-hour for said overtime at the rate specified in Section C of this Article.

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

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ARTICLE XIX

LONGEVITY

A. Each employee listed in Article XVI shall be paid, in addition to and together with his/her annual base salary, additional compensation based upon the length of his/her service in the Margate City Fire Department as fixed and determined by the following schedule:

<u>Years of Service</u>	<u>Longevity Payment</u>
Upon Completion of Five (5) Years.....	2.5%
Upon Completion of Ten (10) Years.....	4.5%
Upon Completion of Fifteen (15) Years.....	6.5%
Upon Completion of Twenty (20) Years.....	8.5%
Upon Completion of Twenty-Three (23) or More Years.....	13%

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

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

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ARTICLE XX

CLOTHING ALLOWANCE

A. The City agrees to provide all bargaining unit members with an annual clothing maintenance allowance of Five Hundred Dollars (\$500.00) in 2005, 2006 and 2007.

B. The City agrees to distribute the above clothing maintenance allowance on the last pay period in November.

C. Employees shall maintain their uniforms in clean and good conditions. Failure to do so may be cause for appropriate disciplinary action.

D. Clothing allowance is earned on a pro-rata basis throughout the calendar year.

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ARTICLE XXI
COLLEGE ALLOWANCE

A. The City and the Association agree that the amount and quality of an employee's education often determine the value of his contribution to the community, and the degree of proficiency with which he performs his duties. In order to provide an incentive to encourage members of the Association to achieve the advantage of higher education, the City agrees that each employee who receives academic credits for part-time study in any institution of collegiate grade which offers a college curriculum leading to or creditable toward an undergraduate, baccalaureate, or associate degree, relating to their employment, and which is accredited by the Board of Higher Education, shall receive a college allowance as hereinafter set forth. Each employee who has received credit for such academic courses, even if said courses were taken and completed while said employee was not a member of the Margate City Fire Department, shall be entitled to and paid a college allowance of Ten (\$10.00) Dollars per year for each academic credit hour so received. This college credit allowance of Ten (\$10.00) Dollars per credit hour received shall be cumulative, so that each employee shall be entitled to receive the college allowance per year for the total credits obtained by said employee, and said credit allowance shall continue so long as the employee is employed by the employer. The college allowance shall be paid on the last pay in November of each year. In addition to any other credits or payments set forth herein or hereunder, the City will pay to each Fireman, upon the completion of a course, a reimbursement to him for the full cost of tuition and books for each course so completed.

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B. Notwithstanding any of the provisions of Section A above, all applications for college allowance must be submitted in advance to the Director of Public Safety for his approval. The Director of Public Safety may refuse to pay a college allowance for any credits not required for a degree, which, in his sole discretion, does not relate to the employee's employment or the degree which he is obtaining. The maximum college credit allowance shall not exceed the total sum of Six Hundred Fifty (\$650.00) Dollars.

C. Upon attainment of a Bachelor's Degree (BA or BS), an employee shall have his base salary adjusted to include an additional \$1,000.00 which shall be included for the computation of an employee's base salary and for computation of overtime rates and pension purposes.

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1
2 ARTICLE XXII

3 CONTINUING EDUCATION ALLOWANCE
4

5 A. The City agrees that each employee who completes continuing education courses
6 directly related to firefighting and EMT responsibilities from institutions offering fire and
7 emergency medical service related courses, taken with the approval of the Fire Chief, are
8 entitled to be paid an allowance of Ten (\$10.00) Dollars per year per credit hour, to be paid
9 the last pay in November.
10

11
12 B. For purposes of calculating credit hours, each ten (10) hours spent in a course will
13 equal one (1) credit hour.
14

15 C. Employees will be permitted to bank course hours until such hours reach the ten (10)
16 hours necessary to earn one (1) credit hour. In addition, any employee who has taken an
17 approved course between January 1, 1988 and January 1, 1990 is entitled to an allowance for
18 such hours effective January 1, 1990.
19

20
21 D. The City also agrees to continue its practice of paying the tuition for fire and
22 emergency medical service related courses.
23

24 E. Any mandated courses which are taken while on duty shall not earn CEU credits.
25 CEU credits are earned for Firefighting courses taken on off-duty time which have the prior
26 approval of the City or for EMT courses which are not required for the EMT and EMT-D
27 Certification. CEU credits are earned on a pro-rated basis for Firefighting and non-mandated
28 EMT courses taken partially on off-duty time.

1
2 **ARTICLE XXIII**

3 **HOSPITALIZATION INSURANCE**

4
5 A. The City agrees to continue to provide to employees the same or equivalent plan of
6 hospitalization, medical insurance, prescription plan and dental plan as were being provided
7 on January 31, 1996.

8 1. The deductible for "out of network" services shall be \$200 per employee and
9 \$400 per family. The 80/20 Co-Insurance for "out of network" services shall be \$3500. It is
10 understood that there shall be no increase in any of the deductibles for "in-network" services.
11 Effective January 1, 2007, the Co-Pay for office visits shall be fifteen dollars (\$15.00) per
12 visit.

13
14 2. The hospitalization and medical insurance plan will continue to be subject to
15 the following provisions:

- 16 (i) Emergency Room Deductible of \$25. per visit to be instituted.
17 (ii) Hospital Admission Coverage applies after application of
18 deductibles.
19 (iii) Pre-Admission Review and Second Surgical Opinion.
20

21
22 B. The Co-Pay on the Prescription Plan for 2005 and 2006 shall be a \$10.00 Co-Pay on
23 all non-generic (Brand Name) prescriptions and a \$2.00 Co-Pay on generic prescriptions.
24 Effective January 1, 2007, the Co-Pay shall be a \$15.00 Co-Pay on all non-generic (Brand
25 Name) prescriptions and a \$5.00 Co-Pay on generic prescriptions

26
27 C. The City agrees to continue a Vision Care Plan as determined by the City.
28

1 D. The City further agrees that the continuance of coverage after retirement of any
2 employee shall be provided at such rates and under such conditions as shall be prescribed in
3 the contract, subject, however, to the requirements hereinafter set forth in this subsection. The
4 contribution required of any retired employee toward the cost of such coverage shall be paid
5 by him directly to the insurance agent.
6

7
8 E. Retired employees shall be required to pay for the entire cost of coverage for
9 themselves and their dependents at rates which are deemed to be adequate to cover the
10 benefits, as affected by Medicare, of such retired employees and their dependents on the basis
11 of the utilization of services which may be reasonably expected of such older age
12 classifications, provided, however, that the total rate payable by such a retired employee for
13 himself and his dependents for coverage under the contract and for Part B of Medicare shall
14 not exceed by more than twenty-five (25%) percent the total amount that would have been
15 required to have been paid by the employee and his employer for the coverage maintained had
16 he continued in office or active employment and he and his dependents were not eligible for
17 Medicare benefits. Nothing herein shall be construed as compelling an employer to pay any
18 portion of the premiums or charges attributable to such contracts.
19

20
21 F. The City agrees to provide bargaining unit employees with a Four Thousand
22 (\$4,000.00) Dollar life insurance policy.
23

24 G. In the event an employee elects H.M.O. coverage in lieu of that set forth in paragraph
25 A above, the employer's contribution shall not exceed the premium which would be paid to
26 the City's carrier.
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ARTICLE XXIV

PROBATIONARY PERIOD

New employees shall serve a probationary period of 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 should be used.

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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 Charter, ordinances, Rules and Regulations of the Fire Department of the City, and any present benefits which are enjoyed by employees covered by this Agreement that have not been included in the contract shall be continued unless negotiated with the Association.

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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 of any law, then in such event, such clause or clauses, only to the extent that any may be so 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 on the remainder of any clause, sentence or paragraph in which offending language may appear.

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ARTICLE XXVII

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates 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 be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

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ARTICLE XXVIII

LABOR MANAGEMENT COMMITTEE

The City and the Association agree that there shall be established a Labor Management Committee whose purpose is to increase the communication between the employees and the Commissioners of the City. The Committee will consist of three (3) members from the Association and the Director of Public Safety of the City. The Committee shall meet periodically for the purpose of discussing matters of concern to both parties.

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ARTICLE XXIX

EMERGENCY MEDICAL TECHNICIAN

A. All employees shall obtain and maintain EMT and EMT-D certifications. The parties agree to re-open negotiations if the City desires to require any certifications in addition to the EMT and EMT-D certifications.

B. Employees hired on or after February 1, 2003, shall as a condition of employment, possess an EMT and EMT-D certification.

C. The City will compensate employees at the employee's regular rate of pay or overtime rate, if applicable, for necessary time spent outside of the employee's regularly scheduled work hours attending re-certification classes/training, unless such re-certification is required as the result of a lapse of certifications. In such event, there shall be no payment for hours spent for re-certification. In addition, employees whose certifications lapse, shall have two (2) opportunities to test for re-certifications up to a period of one (1) year from the date of lapse.

D. Failure to obtain re-certifications as described in Paragraph C. above, shall result in termination of employment.

E. Ambulance staffing shall remain as per the current practice, based on seniority. However, the Captain shall retain the discretion to ensure that the ambulance is appropriately staffed.

1
2 ARTICLE XXX


3 DURATION OF AGREEMENT

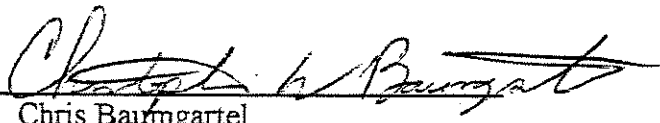
4
5 This Agreement shall be in full force and effect as of January 1, 2005 and shall remain
6 in effect to and including December 31, 2007 without any reopening date. This Agreement
7 shall continue in full force and effect from year-to-year thereafter, until one party or the other
8 gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one
9 hundred twenty (120) days prior to the expiration of this Agreement of a desire to change,
10 modify or terminate this Agreement.
11

12
13 IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the
14 City of Margate City, New Jersey, on the date first set forth above.

15
16 CITY OF MARGATE CITY

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION, LOCAL NO. 41

17
18
19 By: 
20 John Swift
21 Commissioner of Public Safety

By: 
Chris Baumgartel
President

22
23
24
25
26 YTKIN ASSOCIATES
Specializing in Public Sector
Labor Relations
Boynton
5700 U 06220-01.00
16. 3

Margate City Fire Department Sick Bank

SICK LEAVE BANK PROGRAM

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

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

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

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

updated 4/25/02

Sick Bank Proposal update 4-12-02

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Margate City Fire Department Sick Bank

(c) An employee may request that the appointing authority approve his or her participation in the program, as a leave bank recipient or leave bank donor. The employee's supervisor and/or the

employee's family may make such a request on behalf of the employee for his or her participation in the program as a leave recipient.

1. The employee or supervisor or family requesting the employee's acceptance as a leave bank recipient shall submit to the appointing authority medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the case may be.

2. When the Sick Leave Bank Committee has approved an employee as a leave bank recipient, the committee shall, with the employee's or his/her family's consent, provide notice to the FMBA and the Appointing Authority.

(d) A leave bank recipient must receive at least four (4) sick days or vacation days or a combination thereof from the sick leave bank to participate in the donated leave bank program. A leave donor shall donate only whole sick days or whole vacation days.

1. A leave bank recipient shall receive no more than 180 sick days or vacation days, and shall not receive any such days on a retroactive basis.

2. A leave bank donor shall have remaining at least 20 days of accrued sick leave if donating sick leave and at least 12 days of accrued vacation leave if donating vacation leave.

3. A leave bank donor shall not revoke the leave bank donation.

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

1. Any unused, leave bank days shall be returned to the leave bank upon the leave bank recipient's return to work, except that if the leave bank days results in less than one day to be returned, that leave time shall not be returned.

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

(f) An employee shall be prohibited from threatening or coercing or attempting to threaten or coerce another employee for the purpose of interfering with rights involving donating, receiving or using sick leave bank time. Such prohibited acts shall include, but not be limited to, promising to confer or conferring a benefit such as an appointment or promotion or making a threat to engage in, or engaging in, an act of retaliation against an employee.

BY-LAWS
Sick Leave Bank
M.C.F.D. & F.M.B.A. Local 41

Enrollment

1. Each employee who has been employed by the city for at least one year of continuous service or more may elect to join the Sick Leave Bank subject to the eligibility criteria cited herein. The employee must sign a Sick Leave Bank application form indicating whether he/she chooses to join the Bank or is not interested in joining. The application will be kept in his /her personnel file and a copy provided to the Union. In joining, the employee agrees voluntarily to contribute, each year, a maximum of four (4) days so long as he/she maintains the minimum number of accrued days as provided for in this Program (subject to Paragraph 7 under General Provisions). The minimum number of days that must be contributed is two (2) per year.
2. The period for enrollment shall be from December 1 to the last working day in December of any year. Upon enrollment a participant employee shall be considered a member, and must maintain membership, for a period of three calendar years following the month of enrollment or to the date of severance of employment, whichever is earlier. This is necessary in order to prevent an employee from joining the Bank in anticipation of the need for additional sick days and then withdrawing as soon as the days have been used.
3. Except in the case of new employee, no employee may join the sick leave bank after the initial enrollment period unless the Sick Leave Bank Committee authorizes an additional enrollment period associated with a membership drive.
4. Should an employee who did not join the Bank when he/she first had the opportunity, decide to apply now for membership, it will be necessary for him/her to "buy back" sick leave bank time up to a maximum of two (2) sick days and/or vacation days per year that the employee was not a member in the most recent enrollment period in order to acquire Bank membership. An employee has the option of contributing additional days up two four (4) days per enrollment period as long as the member does not fall below the (150) day minimum.
5. Unless an employee, once enrolled, notifies the Sick Bank Committee between December 1 and December 15 of the third year of his/her enrollment that he/she does not wish to continue as a member beyond December 31 of that year, he/she will automatically be enrolled for the following three-year period. An employee may withdraw from the Bank only between December 1 and December 15 of the third year of enrollment. He/she will be notified of the option at that time.

Margate City Fire Department Sick Bank

6. Should an employee discontinue as a member of the Sick Leave Bank there shall be no refund of his/her contribution of sick days to the Bank.

Request for Days

1. Participating employees may claim days from the bank for their personal use only after all of their available personal sick leave, vacation, compensatory and personal time is exhausted.
2. Claims for time from the Bank may not be made for illness or injury resulting from a job-related condition, which is being treated under a Workmen's Compensation claim.
3. A participating employee who wishes to withdraw sick days from the Bank shall apply in writing to the Sick Leave Bank Committee, Chief's Office, City Hall. The employee shall provide a medical certificate signed by a licensed medical doctor (M.D. or D.O.) indicating the nature of the illness or injury of the employee and an indication of the date on which the employee will be able to return to normal duties or a statement that the employee will never be able to return to work. The City reserves the right to employ its own doctor to render an independent opinion.
4. Upon receipt of an application, the Sick Bank Committee shall meet as soon as possible (within no more than 10 days) to consider the application.

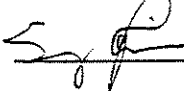
General Provisions

1. No employee may apply for more than one hundred eighty (180) days from the Bank during any twelve (12) month period, less any accrued sick/vacation. The Sick Leave Bank Committee shall review all applications for Bank leave, after every sixty (60) days of Bank time used. Prior to such review, the recipient shall provide updated medical proof of need for continued leave. Failure to provide such evidence of medical need may be grounds for termination of bank leave. Once an employee has used days totaling one hundred eighty (180) as stated above, in a twelve (12) month period, he/she is not eligible for further withdrawals from the bank, for a period of twelve (12) months of continuous service.
2. An employee may present a claim only in cases of absences which involve a minimum of four (4) consecutive working days after using all of his/her own available accumulated leave time of any type.
3. No partial days may be claimed.
4. Childbearing is not considered to be an illness under the terms of this Agreement.

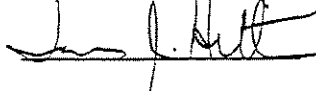
Margate City Fire Department Sick Bank

5. The Fire Department Administration shall maintain a record of contributions and withdrawals from the Bank and shall forward a report to the union at least twice a year.
6. The Sick Leave Bank Committee shall consist of two (2) persons designated by the Union, two (2) persons designated by the City and an impartial, non-voting member mutually agreed upon by both parties, who shall only cast a vote in the event of a tie.
7. The Committee has sole responsibility for determining the number of days granted to an applicant. If only one employee applies, he/she shall be granted the total number of days requested as long as that number of days is available in the bank in accordance with 2.(d) 1., of FMBA Leave Bank Program. In the event more than one employee applies for days from the Bank, the total number of days shall be divided equally among those employees. The Committee also has the sole responsibility for determining the minimum number of days that must be available in the bank before an additional drive is authorized. Should the total number of days drop to less than the minimum amount, an additional open period for contributions shall be initiated within two (2) weeks. Nothing contained herein is to preclude the committee from authorizing additional contribution drives as may be necessary in order to keep the bank solvent.
8. The sick leave bank shall originate and take effect on January 1, 2002.
9. If an employee with personal sick leave on the books is to be terminated by the City for a career-ending systemic illness (as verified by City physicians) and so is prevented from using all of his/her sick leave, the final compensation for unused sick leave shall be in accordance with Article XVI of the collective bargaining agreement between the City of Margate and F.M.B.A. Local 41.

FOR THE CITY OF MARGATE:



FOR FMBA LOCAL # 41:



DATED THIS 2nd DAY OF May, 2002.

Margate City Fire Department Sick Bank

Sick Leave Bank Application

DATE SUBMITTED: _____

TO: Personnel Officer, Margate City Fire Department

FROM: _____
Name (please print) Payroll# Rank Assignment

The Bargaining Agreement between the City Of Margate and Local 41, F.M.B.A. permits the transfer of sick leave and/or vacation leave in multiples of (12) hour days to a sick leave bank administered by the Appointing Authority and F.M.B.A. Local 41.

The Leave Bank will be used by employees with documented illnesses/injuries who are disabled and have exhausted all their accrued sick/vacation leave.

PROCESSED LEAVE DONATIONS ARE IRREVOCABLE AND MUST BE SUBMITTED IN DAYS (12 HOUR) AMOUNTS.

In accordance with these conditions, I choose not to participate at this time:

In accordance with these conditions, I voluntarily donate sick and/or vacation leave as follows:

TOTAL SICK LEAVE DAYS _____ (MULTIPLES OF 12 HOURS)

TOTAL VACATION LEAVE DAYS _____ (MULTIPLES OF 12 HOURS)

Member Signature

Local 41, subject to ratification and approval, hereby agree to resolve all issues in dispute at interest arbitration (IA-2003-04) as follows:

(1) Resolution of issues shall be in accordance with the right column of the attached addendum.

(2) Each current longevity step shall be increased by 0.5%, effective 1/1/02.

(3) The prior contract shall remain in full force and effect except as modified herein. The Arbitrator retains jurisdiction pending contract execution.

The undersigned hereby agree to recommend ratification & approval.

For the City.

Ally Steu

1/6/03

For the FMBA

[Signature]

[Signature]

Patricia Amato

JOEL M. WEISBLATT
ARBITRATOR - MEDIATOR - FACT FINDER

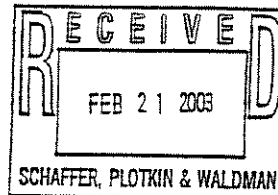
Suite #3
39 Tamarack Circle
Skillman, New Jersey 08558

(SD9) 497-2324

February 12, 2003

Kenneth Shumsky, Esq.
101 North Washington Avenue
Suite 5
Margate City, New Jersey 08402

Myron Plotkin
Schaffer, Plotkin & Waldman
P.O. Box 100
Leeds Point, New Jersey 08220



Re: Margate FMBA Local #41 and City of Margate
Negotiations and Memorandum of Agreement

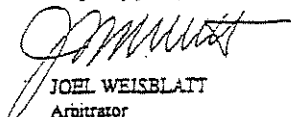
Gentlemen:

On January 6, 2003 a Memorandum of Agreement was entered into between the FMBA and the City to resolve all issues in dispute regarding Interest Arbitration Docket No. IA-2003-041. Such agreement represented many months of intense negotiation and mediation regarding a number of significant issues including salary increments and mandatory training.

In addition, there was extensive discussion regarding the matter of each employee carrying a pager for notification of fire calls and available overtime. In a separate caucus, involving Fire Chief Kelley, Labor Counsel Kenneth Shumsky and myself, it was agreed that Firefighters would continue to carry pagers on a voluntary basis, as opposed to a mandatory basis with its attendant payment issues. Such being the case, it was further discussed that it would be inappropriate for discipline to issue with regard to the specific act of carrying/answering the pager, but that discipline would not be inappropriate for the entire panoply of improper behavior, including, of course, any behavior involving insubordination subject to appeal as per contract and/or applicable law.

I trust that the above resolves the issue of pagers and discipline. Please be further advised that I will retain jurisdiction for any future matters which may arise out of the agreement between the parties.

Very truly yours,


JOEL WEISBLATT
Arbitrator

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DEPARTMENT OF PUBLIC SAFETY AND PUBLIC AFFAIRS
 FIRE DEPARTMENT
 CITY OF MARGATE CITY, NEW JERSEY 08402

John F. Kelley
 Fire Chief

PERSONNEL ROSTER

July 31, 2003

1st Platoon	PHONE #	PAGER #
Capt. E. Mc Grath/EMT	927-1097	391-2635
Lt. R. Somers / EMT	926-0972	525-3366
J. Hiltner / EMT	823-8721	525-3054
G. Skelton / EMT	927-5122	391-4152
T. Wainwright / EMT	677-1874	391-6254
C. Bradley / EMT	823-6108	525-2373
B. Duffey / EMT	823-8654	391-3805
M. McCully / EMT	646-2112	525-3890
****GROUP CALL****		525-8017

2nd Platoon	PHONE #	PAGER #
Capt. T. Shields / EMT	926-0747	391-2910
Lt. H. Scull / EMT	677-8811	525-8005
J. McClellan / EMT	927-1021	525-8012
E. Woltmann / EMT	909-0481	525-8626
K. Battles / EMT	390-7255	525-8010
P. Armstrong / EMT	823-6769	525-2396
D. Boyle / EMT	823-4887	684-0922
J. Hiltner, Jr. / EMT	822-5165	525-8072
****GROUP CALL****		525-8018

3rd Platoon	PHONE #	PAGER #
Capt. M. McGrath / EMT	646-4198	525-8009
Lt.S. Winneberger / EMT	652-3074	525-8006
M. Kelley / EMT	822-1371	525-3889
C. Baumgartel / EMT	272-9247	391-2453
E. Grace / EMT	927-4943	525-2393
C. Hornig / EMT	926-8332	525-3653
T. Sher / EMT	601-2540	391-4668
****GROUP CALL****		525-8019

4th Platoon	PHONE #	PAGER #
Capt. D. Adams / EMT	653-3190	391-2956
Lt. J. Barillo / EMT	823-1598	525-8001
J. Gerety / EMT	465-9482	684-0921
D. Vassie / EMT	856-740-1557	525-8007
F. Coane / EMT	407-9013	525-8004
M. Palmer / EMT	822-5685	393-5076
C. Maher / EMT	665-2748	525-8000
****GROUP CALL****		525-8020

Other	Home #	Pager #	Cell #
Chief J. Kelley	652-1019	391-2452	517-0940
Dep. Chief A. Tabasso	822-7026	525-8006	517-7988
Fire Inv. Baumgartel	272-9247	391-2453	
General Group Call		525-8014	
Group Call CH/DC/FI		525-8021	

Station 1	822-5562
Station 1-Private	823-1864
Station 2	822-9040
Police	822-0944
Quint -24 Cell	517-7233
A-21 Cell	517-5731

Note: Pager #'s are Digital Pagers. Enter number you want them to call, press # and hang up.

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