

AGREEMENT BETWEEN THE CITY OF BRIDGETON
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL NO. 4822

JANUARY 1, 2018 TO DECEMBER 31, 2020

TABLE OF CONTENTS

	Page
ARTICLE 1 - Purpose and Intent.....	5
ARTICLE 2 - Recognition of Local.....	5
ARTICLE 3 - Definitions.....	5
ARTICLE 4 - Management Rights and Responsibilities.....	6
ARTICLE 5 - Membership, Dues Deduction and Representation in Lieu of Dues.....	6
ARTICLE 6 - Union Representation.....	7
ARTICLE 7 - Bulletin Board.....	7
ARTICLE 8 - Seniority List.....	7
ARTICLE 9 - Vacations.....	8
ARTICLE 10 - Personal Tour.....	8
ARTICLE 11 - Leave Of Absence.....	9
ARTICLE 12 - Life Insurance.....	10
ARTICLE 13 - Funeral Leave.....	10
ARTICLE 14 - Veterans.....	10
ARTICLE 15 - Health Benefits.....	10
ARTICLE 16 - Dental Plan.....	11
ARTICLE 17 - Absence Without Leave.....	12
ARTICLE 18 - Interference with Work.....	12
ARTICLE 19 - Work Assignments.....	12
ARTICLE 20 - Shift assignments.....	14
ARTICLE 21 - Wages.....	14
ARTICLE 22 - Overtime Pay and Compensation Time.....	15

ARTICLE 23 - Longevity Clause.....	16
ARTICLE 24 - Standby Clause.....	16
ARTICLE 25 - Return to Duty Clause.....	16
ARTICLE 26 - State Conventions and District Meetings And Schooling.....	17
ARTICLE 27 - Severance Pay.....	17
ARTICLE 28 - Sick Leave	17
ARTICLE 29 - Donated Leave Program.....	17
ARTICLE 30 - College Credits.....	18
ARTICLE 31 - Personnel Regulations.....	18
ARTICLE 32 – NJ Civil Service Commission.....	18
ARTICLE 33 - New Jersey Statutes Relating to Fire.....	18
ARTICLE 34 - Other Employment.....	18
ARTICLE 35 - Grievance.....	19
ARTICLE 36 - Clothing Allowance and Maintenance.....	21
ARTICLE 37 – K-9 Handler.....	22
ARTICLE 38 - Breach of Contract Effect.....	23
ARTICLE 39 - Savings Clause.....	23
ARTICLE 40 - Ratification by Association and Firefighters.....	23
ARTICLE 41 - Embodiment of Agreement.....	23
ARTICLE 42 - Written Agreement.....	23
ARTICLE 43 – Court Time.....	24
ARTICLE 44 - Term of Agreement.....	24
EXHIBIT A - Wages	26

EXHIBIT B28

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between the CITY OF BRIDGETON, in the County of Cumberland, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "EMPLOYER", or The "CITY", and INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 4822, also known as the Bridgeton Professional Firefighters Association, Inc., hereinafter referred to as the "Local."

**ARTICLE 1
PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment to promote orderly and peaceful labor relations for the mutual interest of the City of Bridgeton in its capacity as an employer, the firefighters, the association, and the people of the City of Bridgeton.

The parties recognize that the interest of the community and the job security of the firefighters depend upon the employer's success in establishing a proper service to the community.

To these ends, the employer and the association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all firefighters.

**ARTICLE 2
RECOGNITION OF LOCAL**

Pursuant to and in accordance with all applicable provisions of Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-5.1 et seq.), the employer does hereby recognize the Local as the sole and exclusive representative of all regularly employed paid firefighters employed by the City of Bridgeton except that this representation shall not extend to paid superior fire officers.

**ARTICLE 3
DEFINITIONS**

- | | |
|---------------------|--|
| City | City of Bridgeton, in the County of Cumberland, a Municipal Corporation of the State of New Jersey |
| Department | The Department of Fire as defined by the Code of the City of Bridgeton or any successor ordinance or organization in the City of Bridgeton providing fire suppression, EMS and fire inspection services. |
| Fire Chief | Designated head of the Fire Department |
| Firefighter | Any firefighter covered under this agreement Firefighter |
| Fire Officer | Supervisory firefighter (Superior Officer) working in the Department of Fire as defined by N.J.S.A. 34:13A-1 et seq. and that are not covered under this agreement |

Local	International Association of Firefighters Local 4822, also known as the Bridgeton Professional Firefighters Association, Inc.
Platoon	The combination of firefighters and fire officers assigned to a specific shift
Shift	The designated work group (i.e. "A" Shift, "B" Shift, "C" Shift, etc.) that firefighters and fire officers are scheduled to work
Tour	One tour shall comprise a 24 hour work period
Half Tour	One half tour shall comprise a 12 hour work period.
Certified Fire Inspectors	Those firefighters who hold valid New Jersey DCA Fire Inspector or Fire Official certifications and are assigned inspectors in accordance with this contract.

**ARTICLE 4
MANAGEMENT RIGHTS AND RESPONSIBILITIES**

It is recognized that the management of the Department of Fire, the control of properties and the maintenance of order and efficiency is solely a responsibility of the City. Accordingly, the City retains the rights, including but not limited to hire, suspend, or discharge for just cause, assign, promote or transfer to determine the amount of overtime to be worked, to relieve firefighter from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repairs, amount of supervision necessary, machinery and tool equipment, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

**ARTICLE 5
MEMBERSHIP, DUES DEDUCTION AND REPRESENTATION IN LIEU OF DUES**

Membership

Neither membership in the Local nor non-membership shall be a condition of employment or continued employment. The Local agrees that there shall be no discrimination, intimidation, restraint or coercion by its officers, agents, or members against any firefighter who refuses or fails to join the Local. The Local shall indemnify and save the City harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken.

Dues Deduction

The employer agrees to deduct from the wages of any firefighter covered by this agreement, all union membership dues and initiation fees or agency fees uniformly required, if any, as provided in a written authorization form used by the employer herein, provided that the said form shall be executed by the

firefighter. Written authorization for union dues or agency fees deduction shall remain in full force and effect during the period of this contract, but union fees may be withdrawn at any time by the filing of notice of such withdrawals with the Comptroller of the Employer, or other proper disbursing officer. The filing of this notice of withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding date on which notice of withdrawal is filed. The employer agrees to provide this service without charge to the union.

Representation in Lieu of Dues

The employer and the Local agree as to representation fees in lieu of dues, in accordance with N.J.S.A. 34:13A-5.5, as follows: Any firefighter not a member of the union shall pay a representation fee in lieu of dues in accordance with N.J.S.A. 34:13A-5.5, which fee shall be a maximum fee allowable under the aforesaid statute and which in no event shall such fee exceed eighty-five (85%) percent of the regular membership dues, fees, and assessments.

ARTICLE 6 UNION REPRESENTATION

The Local President or designee shall be permitted time, with the permission of the Appropriate Authority or Fire Chief, or his duly authorized representative, during regular working hours for the purpose of investigating or processing grievances.

ARTICLE 7 BULLETIN BOARD

The City shall provide a space at least three feet by five feet for bulletin boards to be used by the Local in the firehouse at convenient locations accessible to firefighter.

The City shall provide a space for the Local to maintain a filing cabinet at convenient locations accessible to firefighter. The cabinet shall be allowed to be locked by the Local.

The Local shall be permitted to use the firehouse and other fire department locations as a meeting place for union business.

ARTICLE 8 SENIORITY LIST

The City shall establish a Seniority List on an annual basis employing Civil Service regulations to determine seniority via date of hire or date of appointment. As long as it does not conflict with Civil Service regulations, date of hire for transferred firefighter shall be the date of employment within the Fire Department of the City of Bridgeton. The Seniority List shall be displayed in an area viewable at all times by firefighter.

ARTICLE 9 VACATIONS

Vacation Period

Vacations will, insofar as possible, be granted at the time most desired by firefighter according to their seniority per shift. No more than one (1) firefighter may be on vacation at the same time unless the Department Head is satisfied that he has sufficient personnel to operate efficiently. Firefighters shall submit a vacation schedule no later than March 1st to achieve the preceding. The Fire Chief, at his sole discretion, may schedule any vacation time for firefighters that has not been scheduled by March 1st. A firefighter may divide his vacation tours into twelve (12) hour segments. Additionally, firefighters may divide their vacation tours into four (4) hour segments provided the time is used to attend college classes that are directly related to a college degree in Fire Science. This is limited to one (1) class per calendar year.

Eligibility

Firefighter shall receive the following paid vacations based upon their period of employment:

- 90 days to 1 year -- One (1) tour for every three (3) months of employment retroactive to the date of hire.
- 1 year to end of 5 years -- Six (6) tours
- 6 years to end of 10 years -- Seven (7) tours
- 11 years to end of 15 years -- Eight (8) tours
- 16 years to end of 20 years -- Eleven (11) tours
- 21 years to end of career -- Twelve (12) tours

To qualify for a full vacation in any given year, a firefighter must have been continuously employed for his employment year. Firefighter who are employed less than a full year shall receive a prorated vacation. Vacation days that are awarded due to a firefighter's period of employment (see above) will not be prorated.

If a firefighter becomes sufficiently ill so as to require in-patient hospitalization while on vacation, he shall charge such period and the recovery post period to his sick leave. Any unused vacation time resulting from the pressure of work as determined by the Fire Chief and approved by the Business Administrator may be carried forward into the next succeeding year.

When mutually acceptable to the Employer and a firefighter, the Employer may buy back the lump sum of twenty-four hours of accrued vacation leave at said firefighter rate of pay. This sell back by the firefighter may be exercised one time during the calendar year. Neither the Employer nor any firefighter requires the other to exercise this option.

ARTICLE 10 PERSONAL TOUR

Firefighter will receive two (2) PERSONAL DAYS, each year, which will insofar as possible be granted at time most desired by firefighter according to their seniority. No more than one firefighter may take a

personal day at the same time unless the Department Head is satisfied that he has sufficient personnel to operate efficiently. Firefighter will give notice of taking personal day at least 3 hours in advance and shall be taken only with approval by the Department Head.

The Battalion Chief or designated officer will approve personal days with less than three (3) hours advance notice under emergent circumstances regardless of staffing. Proof of the emergent situation may be required. Firefighter who are employed less than a full year shall receive prorated personal days.

Personal Days may not be carried from year to year. At the firefighter's option, personal tours can be divided into twelve (12) hour segments.

For time pro-rated due to a firefighter not working a full year, any amount of time pro-rated may be taken in the amount of hours pro-rated. For example, a new hire who earns 2 hours of personal leave, may take those two hours of personal leave and is not subject to the 12 hour requirement.

ARTICLE 11 LEAVE OF ABSENCE

A permanent full-time firefighter who has worked for the City for a minimum of twelve (12) consecutive months may request leave without pay for a period not exceeding three (3) months during a fiscal year for specific personal reasons, or other reasons deemed in the best interest of the City. Applications for leave without pay must be submitted in advance, in writing, to the firefighter's Department Head, stating the firefighter's reason for requesting such leave and containing a statement that they intend to return to the City's service after expiration of such leave. The leave request must be recommended by the Department Head and Business Administrator and approved by the Mayor. A leave of absence without pay shall not be considered for approval if the firefighter has paid leave available to utilize.

Any leave of absence without pay granted in this Article shall be in accordance with the Federal Family Medical Leave Act (FMLA) and/or the Family Leave Act (FLA) and shall not be in addition to those regulations.

Maternity Leave

A leave of absence without pay not exceeding three (3) months shall be granted for maternity leave purposes.

Upon written request and certification from the firefighter's physician that additional time is needed, the City, in its sole discretion, may extend maternity leave beyond three (3) months.

During the period of a leave of absence without pay, an firefighter shall not continue to accrue seniority, but shall not lose any seniority already accrued. A firefighter shall not accrue vacation, sick or personal time during the leave of absence without pay.

**ARTICLE 12
LIFE INSURANCE**

The City shall maintain a term life insurance policy of \$4,000 for each firefighter.

**ARTICLE 13
FUNERAL LEAVE**

Firefighters within the Bargaining Unit shall be entitled to a bereavement leave of absence with pay due to a death of a member of said firefighter's immediate family or household as follows:

TWO TOURS LEAVE

Spouse
Parent
Child
Sibling
Grandchild
Grand Parent
Step Child
Significant Other*
Mother-In-Law
Father-In-Law

ONE TOUR LEAVE

Uncle
Aunt
Niece
Nephew
Brother-In-Law
Sister-In-Law
Son-In-Law
Daughter-In-Law
Spouse's Grandparent

* Significant Other: shall be defined as a person with whom the firefighter lived as a spouse or shared a domicile such as a life partner. It does not include roommates, friend or persons with whom the subject had other than a committed relationship and active relationship. Any firefighter who has been actively divorced for over 364 days may only use one (1) day of leave for funeral leave of that significant other.

**ARTICLE 14
VETERANS**

Nothing in this Agreement shall abridge the right and preferences of veterans and members of the Armed Forces Reserves, as provided by Federal, State, and Local Laws.

**ARTICLE 15
HEALTH BENEFITS**

The City shall provide the following health benefits for all permanent firefighters and their dependents, beginning on the first day of the third month after two (2) months of active employment:

A. Until December 31, 2016, Hospitalization, Major Medical, and Health Maintenance Organization coverage through the New Jersey State Health Benefits Plan (NJSHBP), as it exists or as modified by the State Health Benefit Program (or any other substantially similar health benefit plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefits Program, for all firefighters and eligible dependents covered by this agreement. The City agrees to pay

the cost of the NJSHBP Plan selected by firefighters.

Effective January 1, 2017, the base plan to be offered to firefighters by the City shall be the AETNA HMO (#019) Plan. The City shall continue to offer the other plans available through the NJSHBP. If the firefighter selects a plan with a higher premium cost than the AETNA HMO (#019) Plan, the difference in such premium shall be borne by the firefighter in equal payments through payroll deductions.

B. The City retains the right, at its option, to change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the firefighters and their eligible dependants is substantially similar. The City further reserves the right, at its option, to self-insure any of said plans and coverages so long as the level of benefits provided to the firefighters and their eligible dependents is substantially similar.

C. Firefighters shall contribute to the costs of Health Benefits Insurance Plan coverage in accordance with P.L. 2011, chapter 78.

D. The Employer agrees to provide a prescription plan for the firefighters their spouses and/or eligible dependents. Currently, a Prescription Plan is provided through the New Jersey State Health Benefits Plan. Co-pays for generic prescriptions are per current State Health Benefit rates and are subject to future additional changes to reflect the then applicable State Health Benefit Plan prescription co-pays.

In the event the City no longer provides prescription coverage under the State Health Benefits Plan, then in such event the co-payment for Prescription Plan shall be \$10.00 for mail in prescriptions, \$15.00 for generic drugs and \$25.00 for brand name drugs. Reduced cost for prescriptions shall be available through a mail order system.

The City retains the right, at its option, to change the Prescription Plan provider so long as the level of benefits provided to the firefighters and their eligible dependents is substantially similar.

E. Medical Coverage After Retirement

IAFF Local 4822 Bridgeton Professional Firefighters Association, Inc., agree that health and prescription benefits after retirement with 25 years or more will fall under Public Law Chapter #330, which was signed into legislation in 1998. This provides contributory managed health care benefits for members of the Local.

ARTICLE 16 DENTAL PLAN

The parties acknowledge that there is presently no dental plan implemented by the City for City firefighters, but the parties do further agree that if the City implements any dental plan for any City firefighters at the time the City shall implement said dental plan for members of the Local.

**ARTICLE 17
ABSENCE WITHOUT LEAVE**

An absence of any firefighter from duty, including any absence for a single tour or part of a tour that is not authorized by a specified grant of leave of absence shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject for disciplinary action. In the absence of such disciplinary action, any firefighter who absents himself for three (3) consecutive tours without leave shall be deemed to have terminated his employment. Such action may be reconciled by a subsequent grant of leave at the option of the Department Head and approved by the Business Administrator.

**ARTICLE 18
INTERFERENCE WITH WORK**

The Association agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of the City during the terms of this Agreement.

**ARTICLE 19
WORK ASSIGNMENTS**

Firefighters shall perform any reasonable work assignments made by supervisors, so long as they suffer no reduction in their rate of pay and the assignments are in their job description as described by the State Civil Service Commission.

A firefighter assigned as an acting officer by the Chief of Fire or his designee shall be paid commensurate with that particular assignment for the time assigned. The City agrees to assign as acting officer the most senior firefighter on the shift who is on the current promotion list. If a current promotional listed firefighter is not available then the senior firefighter on the shift will be assigned as the acting officer.

Firefighters assigned as Certified Fire Inspectors shall be assigned a maximum of 55 inspections per calendar year. In unusual situations, as determined by the Chief of Fire, additional inspections may be assigned to a Certified Fire Inspector to be completed in an overtime status.

In the event a Firefighter received acting officer pay, the firefighter shall receive acting officer pay that recognizes the Firefighter's associate's or bachelor's degree by placing him on the appropriate Officer scale for compensation.

Acting pay for all firefighters shall be as follows:

	<u>2018</u>
No degree	\$84,438
Associates	\$85,877
Bachelors	\$87,316
	<u>2019</u>
No degree	\$85,451 or Step One of the Fire Officer's scale, whichever is higher
Associates	\$86,907 or Step One of the Fire Officer's scale, whichever is higher

Bachelors	\$88,364 or Step One of the Fire Officer's scale, whichever is higher
	<u>2020</u>
No degree	\$86,092 or Step One of the Fire Officer's scale, whichever is higher
Associates	\$87,559 or Step One of the Fire Officer's scale, whichever is higher
Bachelors	\$89,027 or Step One of the Fire Officer's scale, whichever is higher

No retroactive adjustments to acting officer pay shall be made. New rates shall apply upon ratification of Agreement by both parties.

The Union recognizes the City's prerogative to assign personnel, however, to the extent possible, the parties agree that the least senior firefighters on the platoon shall be assigned to the ambulance. For the purposes of this paragraph, a firefighter not normally assigned to the shift shall not be considered when determining seniority.

Fire Inspector and Fire Investigator

Any firefighter assigned as a Fire Inspector or Fire Investigator shall serve in said position for an initial period of at least five full years, not including training time. Thereafter, the firefighter shall only be obligated to fill the position for one year at a time. In the event a firefighter no longer wishes to perform the duties of Fire Inspector or Fire Investigator, the firefighter must give one year's written notice to the Fire Chief. The firefighter will then be expected to fulfill the assignment and duties for that year but will be released from the assignment the following year. For example, a firefighter may give notice at the end of his or her fourth year that he or she wishes to resign the position. The firefighter would serve another (5th) year and then, at the completion of his or her fifth year would be relieved of that assignment.

For the purposes of this section, a "year" shall commence on January 1st for the Fire Inspector position and for the Fire Investigator position, a "year" shall commence on the firefighter's first day of appointment to the position.

NOTE: For the purposes of meeting the five-year requirement above, all current firefighters shall receive credit for time spent in the position as of the signing of this Agreement.

In the event a firefighter leaves the employ of the City and has not a full three years in the position of Fire Inspector or Fire Investigator he or she shall reimburse the City the costs of the training as follows:

- If leaves within one year – 100%
- If leaves after one year but before completion of second year – 66%
- If leaves after second year but before completion of third year – 33%

An firefighter who leaves the department due to a medical condition, illness or injury (sustained on or off duty), the firefighter shall not be required to reimburse the City for the costs of training.

The Union shall withdraw its grievance dated 4/12/18 regarding this issue.

The City and the Union agree that Firefighters Danna and Ridgeway may be relieved of their duties pursuant to this article as of December 31, 2018 and are not bound by the above requirements.

ARTICLE 20 SHIFT ASSIGNMENT

A. Firefighters shall work 24 hours on duty followed by 48 hours off duty. The 24 hour period of work shall be referred to as one tour. This schedule reflects the 19-day work schedule as defined by Article 22 [Overtime Pay and Compensation Time] that abides by section 207(k) of the Fair Labor Standards Act. Firefighters shall begin their tour at 0700 hours and end at 0700 hours the following day (Deviation may be made by the Fire Chief to meet Departmental requirements.)

B. Firefighters shall each be assigned to a shift. Fifteen (15) days notice shall normally be given before a firefighter is moved from one shift to another except in the case that an injury or illness requires the shift change then six (6) days notice shall be given. The notice time may be reduced when it is mutually agreed upon between the City, the Local and the firefighter. Probationary firefighters shall not need notice.

C. Exchange of Duty - Firefighters may exchange tours of duty or partial tours of duty. A firefighter may request up to five (5) exchanges per year. Regardless of the number of hours requested (i.e., whether the exchange is for one (1) hour, twelve (12) hours, twenty-four (24) hours, or anything in between), it shall count as one exchange. Requests for exchanges shall be made in writing at least twenty-four (24) hours in advance and shall be submitted to the Battalion Chief with a copy to the Fire Chief. Exchanges shall not impact or alter mandatory training, nor shall they cause overtime or additional compensation. Anything deviating from these parameters must receive the express written approval of the Fire Chief.

Exchange of duty between firefighter shall be done in accordance with the Fair Labor Standards Act.

ARTICLE 21 WAGES

Effective January 1, 2018, a new wage guide shall be in effect for all firefighters. Any firefighter on the "old-Tier One" Wage Guide shall, effective January 1, 2018, be placed at the top of the new wage guide (Step 19).

All other firefighters on the "old-Tier Two" Wage Guide shall advance one step on the guide.

Effective January 1, 2019, firefighters at the top of the wage guide shall remain on Step 19 and receive the salary indicated on the wage guide.

Effective January 1, 2019, firefighters not at the top of the wage guide shall move one step.

Effective January 1, 2020, firefighters at the top of the wage guide shall remain on Step 19 and receive the salary indicated on the wage guide.

Effective January 1, 2020, firefighters not at the top of the wage guide shall move one step.

Wage Guide is attached hereto as Exhibit A and made a part hereof.

List of firefighters and their salaries during the term of this Agreement are attached hereto as Exhibit B and made a part hereof. Wages shall be retroactive to January 1, 2018.

Anniversary Dates: Effective with the signing of this contract, step guide movement, if applicable, will occur on January 1 of any given year rather than the firefighter's anniversary date.

Members serving in capacity of Certified Fire Inspector shall receive \$2,000 annually, paid in installments in their bi-weekly paycheck and it shall be pensionable.

Members serving in the capacity of Emergency Management Coordinator shall receive \$3,000 annually, paid in installments in their bi-weekly paycheck and it shall be pensionable.

Members who are Certified Fire Instructors are not required to provide training unless they are assigned as an acting officer.

Fire Investigators – Members serving in the capacity of Fire Investigator assigned to the Fire Investigation Unit shall receive \$500.00 annually, paid in installments in their bi-weekly paycheck and it shall be pensionable. This payment shall be prorated for anytime a firefighter is not assigned to the Fire Investigation Unit.

**ARTICLE 22
OVERTIME PAY AND COMPENSATION TIME**

Firefighters shall be paid based on an average 19-day work period as established by 7 (k) exemption Department of Labor comprised of 144 hours. Hourly rate shall be determined by dividing annual salary by 2912 hours, then the overtime rate shall be determined as time and one-half that rate. Any firefighter working more than his regularly scheduled hours during any work period, shall be compensated at time and one half for all hours on duty in any work period which exceeds 144 hours. The 19-day work schedule is established as follows:

Day:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	X	O	O	X	O	O	X	O	O	X	O	O	X	O	O	X	O	O	X

The 19th day of an firefighter's schedule is compensable only if the firefighter has not utilized sick, vacation, personal, comp, or other valid absence(s) prior to the 19th day. A tour of duty shall be comprised of 24 hours.

Firefighters covered by this agreement shall be given the first opportunity for overtime in non-supervisory positions.

The parties agree that compensatory time may be earned in lieu of paid overtime on a mutually agreed to case by case basis, but shall be calculated at time and one half. Fair Labor Standards Act rules shall apply.

Scheduling of Compensation Time Use - From January 1 to March 1 of each year, requests for use of compensatory time shall be submitted no less than 24 hours in advance of the requested day off, and no more than 30 days in advance of the requested day off. Beginning March 2 of each year, requests for use of compensatory time shall be submitted no less than 24 hours in advance. A request for use of compensatory time in the next calendar year (i.e., request submitted in December of 2015 for use in 2016) shall follow the same rules as if it were requested from January 1 to March 1 of the following year. For example, an firefighter cannot submit a request on December 31, 2016 for use of compensatory time on December 25, 2017.

The procedure for filing overtime shall be as set forth in S.O.G. #1-125, revised 9/29/17, which shall be attached hereto as Exhibit C and made a part hereof. This Policy shall become a part of this Agreement and, to the extent it impacts the IAFF membership, shall not be changed without negotiating same with the Union.

The Union agrees to withdraw its Unfair Practice Charge regarding the distribution of overtime – Docket No.: CO-2017-199, with prejudice.

ARTICLE 23 LONGEVITY CLAUSE

Longevity has been deleted.

ARTICLE 24 STANDBY CLAUSE

The parties agree that if standbys are needed, that the City shall make every reasonable effort to reach full time men for said standby in order to have a minimum of half of the standby force to be comprised of full time men. Standby time shall be paid at no less than time and one-half or as applicable under the FLSA 7K schedule exemption and shall be paid as close to the pay period worked as possible.

ARTICLE 25 RETURN TO DUTY CLAUSE

If any firefighter is called to return to duty after having physically completed his work shift and vacated the premises of his place of employment, then said firefighter shall be guaranteed a minimum of two (2) hours of pay for said return to duty.

If mandatory training is cancelled within 24 hours of the scheduled activity, firefighters that were mandated to attend the training shall be guaranteed a minimum of two (2) hours of pay.

ARTICLE 26
STATE CONVENTIONS AND DISTRICT MEETING AND SCHOOLING

A leave of absence with pay shall be given to the President and State Delegate of IAFF, to attend the State and/or National Convention of the IAFF. Such leave of absence shall be limited to two (2) tours. Costs for transportation and lodging shall be the responsibility of the IAFF.

A delegate may attend the District Meetings, State Convention or the State Executive Committee meetings and that delegate shall return to work upon completion of said meeting. A leave of absence with pay shall be provided for one delegate to attend listed meetings.

Firefighters may attend training and schools as required to maintain certification as an Emergency Medical Technician and Fire Inspector and Instructor certifications as approved by the Chief of Fire. If training is held during the normal hours of employment of the firefighter, the firefighter shall receive normal pay as if the firefighter were on the job. If required sessions are held during normal off hours of employment of the firefighter on a mutually agreed to case by case basis shall receive either overtime or compensation time. Optional training must be approved by the Chief of Fire and the firefighter on a mutually agreed to case by case basis shall receive either overtime or compensation time. Payment of overtime or compensation time shall be for the duration of the class only and travel time is not compensable.

ARTICLE 27
SEVERANCE PAY

It is stipulated and agreed that firefighters who retire having accumulated sick days and/or tours, shall be compensated up to \$15,000. The amount to be compensated shall be computed by multiplying one-half the accumulated sick hours times the hourly rate of said firefighter at the time of his retirement. New firefighters hired by the Department of Fire after June 30, 2016 will not be entitled to any payment for unused sick leave.

If a firefighter shall die in the line of duty during the term of employment, the City shall pay severance pay as provided in this paragraph. The severance pay shall be computed and paid within one year of the date of death to the beneficiary predeceased the firefighter, to the firefighter's estate provided there are no legal issues that require additional time for the payment of severance.

ARTICLE 28
SICK LEAVE

Firefighters shall receive as sick leave, seven (7) tours of duty per year. Said tours do have to be utilized during the calendar year, but may accumulate thereafter. Sick leave use shall be calculated on an hour for hour use basis. To qualify for a full allowance of seven (7) tours of duty per year sick leave, an firefighter must have been continuously employed for the full employment year. After the accumulation of more than four tours of unexcused sick leave in a calendar year the firefighter shall provide acceptable medical evidence from a physician substantiating each additional use of sick leave absence in that calendar year. Firefighters who were employed less than a full year shall receive prorated sick leave.

**ARTICLE 29
DONATED LEAVE PROGRAM**

Donated sick leave program shall be in accordance with the City of Bridgeton Personnel Manual effective as of the date of signing of this agreement.

**ARTICLE 30
COLLEGE CREDITS**

Firefighters shall receive pay for an Associate's Degree or a Bachelor's Degree for those degrees related to the job, as determined by the City. Firefighters who have credits equal to or greater than 60 but do not have an Associate Degree will be eligible for the Associate Degree pay if 50% or greater of those credits are in Fire Science. Compensation for an Associate and Bachelor Degree is incorporated in the wage scale.

**ARTICLE 31
PERSONNEL REGULATIONS**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any firefighter benefit existing prior to its effective date.

It is understood and agreed that the City Personnel Regulations and the Fire Department Rules and Regulations and Fire Department Standard Operating Guidelines adopted by the City of Bridgeton, as applicable, shall apply in all cases and for all matters not covered by this Agreement.

**ARTICLE 32
NEW JERSEY CIVIL SERVICE COMMISSION**

This contract is intended to comply with statutes, rules, and regulations of the New Jersey Civil Service Commission and in the event there is a conflict, the Rules of the New Jersey Civil Service Commission shall apply.

**ARTICLE 33
NEW JERSEY STATUTES RELATING TO FIRE**

This Agreement is intended to comply with all New Jersey Statutes relating to fire and Fire Departments and in the event there is a conflict, the New Jersey Statutes shall apply.

**ARTICLE 34
OTHER EMPLOYMENT**

No member of the Association shall engage in any other form of employment, without having obtained prior approval of the Fire Chief of the City of Bridgeton, who shall give such permission only upon

ascertaining that said employment will not in any way interfere with said member's employment with the Fire Department of the City of Bridgeton and upon being assured that said employment will not bring discredit to said Fire Department.

ARTICLE 35 PRESENTING A GRIEVANCE

Purpose

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 of firefighters as outlined in this agreement.

Nothing herein shall be construed as limiting the right of any firefighter having a grievance to discuss the matter informally with any appropriate representative of the Employer provided however that the Employer furnishes the Local with written notice of same in the event of a resolution.

Definition

The term "grievance" as used herein means any dispute or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, or the appeal of a minor disciplinary matter only and may be raised by the Local on behalf of an individual firefighter or group of firefighters or the Employer.

Steps to the Grievance Procedure

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent of the aggrieved party and the Employer's representative and the waiver of any step acts only as a waiver of the individual step.

STEP ONE

The Local on behalf of the aggrieved firefighter or firefighters, or the City, shall institute action under the provisions hereof within ten (10) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the Local and the Fire Chief, for resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

The Fire Chief shall render a written decision within ten (10) calendar days after the receipt of the grievance and serve a copy of said decision to the Local and the Mayor.

STEP TWO

In the event the grievance has not been resolved in or at Step One, the Local shall, in writing and signed, file the grievance with the Business Administrator within ten (10) calendar days following the

determination of Step One. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this Contract violated, and the remedy requested by the grievant.

The Business Administrator shall render a written decision within fifteen (15) calendar days from receipt of the grievance.

STEP THREE

In the event the grievance has not been resolved in or at Step Two, the Local may, in writing and signed, request a hearing before the Mayor and the Business Administrator, within ten (10) calendar days following the determination at Step Two.

The Business Administrator shall render a written decision within fifteen (15) calendar days from receipt of the grievance.

STEP FOUR

In the event the grievance has not been resolved in or at Step Three the matter may be referred to arbitration as hereinafter provided

ARBITRATION

In the event that the Employer or the Local desires to submit a grievance to arbitration, the following procedure shall be followed:

1. The party demanding arbitration shall serve written notice of its intention to arbitrate on the other Party (ies) within ten (10) working days following receipt of the Mayor and Business Administrator's determination.
2. The party demanding arbitration shall file a request of arbitration with the New Jersey Public Firefighters Relations Commission. Such arbitration shall be conducted in accordance with the Rules and Regulations of said Commission.
3. The costs of the services of the arbitrator shall be borne equally by the Employer and the Local
4. The decision of the arbitrator shall be in writing.
5. The decision of the arbitrator shall be the final administrative step of the Employer and the Local.

Miscellaneous

1. A failure to respond at any Step in this procedure by the Employer or its agents shall be deemed a negative response and upon the termination of the applicable time limits the grievant may proceed to the next step.

2. Unless extended by mutual agreement in writing, the failure of the firefighter to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.
3. Firefighters shall have an election as to whether they shall pursue remedies under Civil Service or under the grievance procedure set forth herein.
4. Action beyond Step One of the grievance procedure shall constitute an election to pursue remedies under the Contract.
5. Action in the form of an appeal to the Civil Service Commission shall constitute an election to pursue remedies under Civil Service.
6. Firefighters covered by this Agreement shall have the right to process their own grievance without representation.
7. Upon prior notice to and authorization of the Fire Chief, the Local President or designee shall be permitted as members of the Grievance Committee to confer with firefighters and the City specific grievances in accordance with the grievance procedure set forth herein during work hours of firefighters, without loss of pay, provided, the conduct of such business does not diminish the effectiveness of the City of Bridgeton or requires the recall of off-duty firefighters

ARTICLE 36 CLOTHING ALLOWANCE AND MAINTENANCE

The City will provide annually, to the extent needed as determined by the Chief or his designee, the following:

2 Summer Uniforms consisting of:
Two (2) Short Sleeve Button Up Shirts
Two (2) Pair of Pants

2 Winter Uniforms consisting of:
Two (2) Long Sleeve Button-up Shirts
Two (2) Pair of Pants

In addition, on an as needed basis – but not more often than annually – the City will provide the following:

One Winter Hat
One Summer Hat
One Job Shirt

The City shall also provide, annually, four (4) T-Shirts which may be long sleeve or short sleeve and one pair of boots – up to \$150.00.

Class A Dress Uniform

New firefighters shall be provided with a Class A Dress Uniform at the completion of one (1) year of service to the City of Bridgeton. The City will replace the Class A Uniform components and dress shoes upon condition when requested by the firefighter and approved by the Chief of Fire. Any firefighter who, as of the date of the signing of this Agreement, has not received their initial issue of a Class A Uniform and has completed at least one year of service to the City of Bridgeton shall receive a Class A Uniform as soon as is practicable upon execution of this Agreement.

Clothing Maintenance: Clothing Maintenance has been incorporated in the wage scale.

**ARTICLE 37
MEMBER SERVING IN CAPACITY OF K-9 HANDLER**

1. The K-9 handler will be permitted to train their animal in accordance with the Attorney General Guidelines in effect in the State of New Jersey as long as the K-9 is in active service. The scheduling for said training shall be coordinated with fire administration so as to least interfere with fire duties. Training will be scheduled during the handlers working shift or his work schedule will be flexed when able, to accommodate the required training time.
2. Both parties recognize that part of the K-9 handler's job is maintaining and caring for the handler's dog. Accordingly, compensation for said care shall be set forth herein:
 - a. The K-9 handler represents that one and one half (1 ½) hours per non-working day is required to care for and maintain the K-9 and vehicle. Accordingly, the City authorizes one and one half (1 ½) hours of compensation per day for the performance of that care and maintenance over and above the handler's normal fire schedule. If additional time is needed, said time must be approved by Fire Administration. The K-9 handler acknowledges that they will not perform the additional work without receiving said authorization.
 - b. The rate of compensation for caring for the dog and vehicle shall be computed as follows:
 - i. Minimum Wage (per hr.) x 1.5= Pay Rate
 - ii. Normal schedule is work one day out of 3=365/3 121 days working/242 not working
 - iii. 242 days x 1.5hrs per day = 363 hours total
 - iv. 363 hrs. x (Pay Rate)= REQUIRED COMPENSATION
 - c. Compensation for handler on an administrative schedule shall be reduced to 1 hour per day (same pay rate) to allow for the additional flexibility to accommodate K-9 issues not being assigned suppression duties.

**ARTICLE 38
BREACH OF CONTRACT EFFECT**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the further enforcement of the terms and conditions herein.

**ARTICLE 39
SAVINGS CLAUSE**

It is understood and agreed that if any part of this Agreement is in conflict with the Law, that such part shall be suspended and the appropriate mandatory provision shall prevail and the remainder of the Agreement shall not be affected thereby.

**ARTICLE 40
RATIFICATION BY LOCAL AND FIREFIGHTERS**

The Local hereby represents that solely firefighters ratified this Agreement of the City of Bridgeton, Department of Fire, employed pursuant to the terms of this Agreement and that no members of the Local who are not covered by this Agreement took part in the ratification proceedings. The Local further agrees that upon the adoption of any new Agreement, which shall be substituted for this Agreement, or any part thereof, said Agreement will be ratified only by persons who are employed pursuant to the terms of this Agreement or the new Agreement.

**ARTICLE 41
EMBODIMENT OF AGREEMENT**

This document constitutes the sole and complete Agreement between the parties, and embodies all terms and conditions governing the employment of firefighters represented by the Local. The parties acknowledge they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining provided, however, that upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms of this Agreement. Any prior commitment or agreement between the City and the Local of any individual firefighter covered by this Agreement is suspended.

**ARTICLE 42
WRITTEN AGREEMENT**

A written agreement signed by all parties shall be completed within ninety (90) days after approval of the budget. One hundred fifty (150) days prior to the expiration date of this Agreement, the parties shall meet to discuss and negotiate regarding the terms and conditions of a new Agreement or the extension of this Agreement, provided that should the Public Firefighters Relations Commission fix another time to commence negotiations, the rules of the Public Firefighters Relations Commission shall apply.

**ARTICLE 43
COURT TIME**

- A. Any off-duty firefighter required to appear in any court of competent jurisdiction, including New Jersey State Departmental Division hearings, on City business shall be compensated a minimum one and one-half hours at the overtime rate of pay portal to portal. No call in pay shall be provided to a firefighter.

- B. Firefighters required to serve on jury duty will be granted leave without loss of pay. The firefighter is required to return to work after being dismissed for the day, provided they are not required to return to jury duty the next day. If an firefighter must report to jury duty the morning that their shift ends, the firefighter will be dismissed from work at 2100 hours the previous day.

This MOA is subject to the ratification of the members of the IAFF and approval of the City of Bridgeton. The bargaining members of the IAFF and the City represent that it will recommend approval of the terms of the MOA to their respective constituents.

**ARTICLE 44
TERM OF AGREEMENT**

Three Years – January 1, 2018 through December 31, 2020

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on the day and year first above written.

ATTEST:

THE CITY OF BRIDGETON IN THE
COUNTY OF CUMBERLAND

Kathleen R. Keen

[Signature] Mayor

12/3/2018
Date

ATTEST:

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 4822
BRIDGETON PROFESIONAL
FIREFIGHTER'S ASSOCIATION.

John Mendy

By:

[Signature]

Date

11/30/18

EXHIBIT A

	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>
Step 1	42261	42261	42261
Step 2	44473	44473	44473
Step 3	47352	47352	47352
Step 4	48898	48898	48898
Step 5	51110	51110	51110
Step 6	52443	52443	52443
Step 7	55535	55535	55535
Step 8	58374	58374	58374
Step 9	59960	59960	59960
Step 10	62375	62375	62375
Step 11	64750	64861	64932
Step 12	67124	67348	67489
Step 13	69499	69834	70046
Step 14	71874	72320	72603
Step 15	74248	74807	75160
Step 16	76623	77293	77717
Step 17	78998	79779	80274
Step 18	81372	82266	82831
Step 19	83747	84752	85388

Associates Degree

	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>
Step 1	43276	43276	43276
Step 2	45488	45488	45488
Step 3	48367	48367	48367
Step 4	49913	49913	49913
Step 5	52125	52125	52125
Step 6	53458	53458	53458
Step 7	56550	56550	56550
Step 8	59389	59389	59389
Step 9	60975	60975	60975
Step 10	63390	63390	63390
Step 11	65775	65888	65959
Step 12	68159	68385	68528
Step 13	70544	70883	71098
Step 14	72928	73381	73667
Step 15	75313	75878	76236
Step 16	77697	78376	78805
Step 17	80082	80873	81374
Step 18	82466	83371	83944
Step 19	84851	85869	86513

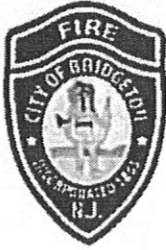
Bachelors Degree

	1/1/2018	1/1/2019	1/1/2020
Step 1	44291	44291	44291
Step 2	46503	46503	46503
Step 3	49382	49382	49382
Step 4	50928	50928	50928
Step 5	53140	53140	53140
Step 6	54473	54473	54473
Step 7	57565	57565	57565
Step 8	60404	60404	60404
Step 9	61990	61990	61990
Step 10	64405	64405	64405
Step 11	66799	66914	66986
Step 12	69194	69423	69568
Step 13	71588	71932	72149
Step 14	73982	74441	74731
Step 15	76377	76950	77312
Step 16	78771	79459	79894
Step 17	81165	81968	82475
Step 18	83560	84477	85056
Step 19	85954	86985	87638

EXHIBIT B

Employee		2018		2019		2020
Belum, J	\$	85,954	\$	86,985	\$	87,638
Danna, R.	\$	83,747	\$	84,752	\$	85,388
Centeno, A.	\$	83,747	\$	84,752	\$	85,388
Pagels, J.	\$	83,747	\$	84,752	\$	85,388
Ridgway, C.	\$	83,747	\$	84,752	\$	85,388
Wymbs, J.	\$	83,747	\$	84,752	\$	85,388
Oswald, B.	\$	83,747	\$	84,752	\$	85,388
Beardsworth, E.	\$	83,747	\$	84,752	\$	85,388
Mendez, J.	\$	60,404	\$	61,990	\$	64,405
Hurff, J.	\$	58,374	\$	59,960	\$	62,375
Denby, G.	\$	58,374	\$	59,960	\$	62,375
VanMeter, D.	\$	58,374	\$	59,960	\$	62,375
Reale, M.	\$	55,535	\$	58,374	\$	59,960
McPherson, J.	\$	48,898	\$	51,110	\$	52,443
Ortiz, A.	\$	44,473	\$	47,352	\$	48,898
Bitting, W.	\$	42,261	\$	44,473	\$	47,352

EXHIBIT C



CITY OF BRIDGETON FIRE DEPARTMENT STANDARD OPERATING GUIDELINE

SOG # 1-125	Issued 05/05/09
Filling Overtime Vacancies	Revised 09/29/17 Signed: Todd M. Bowen

1.0 PURPOSE

- 1.1 This standard operating guideline is to ensure that all members of the City of Bridgeton Fire Department understand the method for filling vacancies on shifts with overtime.

2.0 APPLICABILITY

- 2.1 This Standard Operating Guideline shall apply to all personnel of the City of Bridgeton Fire Department.

3.0 DEFINITIONS

- 3.1 **REGULAR OVERTIME-** Any vacant shift that is filled in advance. Specifically, more than 24 hours prior to the start of the vacant shift.
- 3.2 **EMERGENCY OVERTIME-** Any vacant shift that needs to be immediately filled. Specifically, less than 24 hours prior to the start of the vacant shift.
- 3.3 **OFFICER Overtime-** Any time an officer is needed to work overtime due to staffing falling below the established minimum staffing for officers.
- 3.4 **FIRE Overtime-** Any time a firefighter is needed to work overtime due to staffing falling below the established minimum staffing for the fire apparatus.
- 3.5 **EMS Overtime/Vacancy-** Any time an EMT is needed to work due to staffing falling below the established minimum staffing for the primary BLS ambulances.
- 3.6 **GROUP MESSAGING-** Utilization of Departmental systems that enable one to put a simultaneous message out to certain groups (i.e. FIRE/SUPERVISORS/EMS), or all Departmental personnel to their cellular telephones.

4.0 PROCEDURE

4.1 General

- 4.1.1 Supervisors shall send a message to all personnel to fill all overtime/vacancies individually. ONE shift only shall be listed per message, not multiple openings. A group message shall be sent to the appropriate personnel, dependent upon the vacancy, listing the date/time of the individual vacancy. The time shall be noted in the overtime book when the message was sent, and a 10 minute time frame shall be given to allow call-backs.
- 4.1.1.1 Messages shall adhere to the following example:
- "Overtime available on 9/28, 12hrs, 0700-1900.
Call (person calling list) at the station if you are interested"
- 4.1.1.2 ONLY in cases of when someone will be on the PRIMARY ambulance from 0100-0700, or a special event/assignment, will that be added to the message.
- 4.1.1.3 It is the responsibility and prerogative of the shift commander to assign personnel on shift coverage overtime, to assign positions and duties during their shift. Consideration shall be given to hours worked, fatigue, etc. when making assignments, and appropriate decisions made. Personnel hired on overtime for special events shall be assigned to that event.
- 4.1.2 A list shall be maintained in the book of any personnel who wish to be called on their HOME phone for overtime vacancies due to messaging problems, etc. Personnel on this list shall be called immediately when the group message is sent. A "YES" response by any of these individuals shall be considered as a callback from the group message when the OT is awarded at the end of the 10 minute time frame.
- 4.1.3 Personnel are required to call in to the supervisor filling the overtime if they are interested in the position. "NO" does not require a call-back.
- 4.1.4 Once the 10 minute time frame is up, the individual who would be up in the rotation, starting from the last person taking overtime, will be awarded the spot. That individual will be marked "Y," and logged in the book accordingly. That individual's name will be highlighted on the sheet. A message or call shall be made to the individual that is awarded the overtime to confirm they are now scheduled for it.

- 4.1.5 Personnel between the last person taking overtime, and the current shift awarded shall be marked as "NR."
- 4.1.6 Personnel that respond "YES" that are NOT awarded the spot, shall be marked as "R" on the sheet, and will not lose any place in line for subsequent overtime shifts.
- 4.1.7 The EMS Supervisor shall fill vacancies in the EMS Division for the upcoming month, until such time as the EMS schedule for the month is posted. Subsequent to that, FIRE Supervisors shall be responsible to fill any vacancies that come up.
- 4.1.8 Supervisors filling EMS vacancies shall update the EMS schedule according, while maintaining accuracy, when filling for those vacancies.
- 4.1.9 A book shall be maintained with the overtime lists, along with records of when, who, for what shift, and the response contained within. Supervisors shall maintain this book with accuracy and care.
- 4.1.10 All personnel shall provide two (2) numbers to be used when contacting them for overtime, should a failure of the electronic system occur. Current numbers shall be maintained in the overtime book at all times.
- 4.1.11 A list shall be maintained in the overtime log for both fire personnel, EMS personnel, as well as a separate list for Fire Officers. Fire personnel shall be arranged by order of shift, then by seniority. EMS personnel shall be arranged by full time and part time separately, then by seniority. The Fire Officer list shall be arranged by shift, and in order of seniority.
- 4.1.12 The overtime list shall be maintained as necessary to ensure the phone numbers and personnel listed are current.
- 4.1.13 If any personnel should wish, for any reason, not to be contacted for overtime, they must forward the request in writing to the Chief, or his designee. This will be conspicuously noted in the overtime log, and that person need not be contacted for the dates specified by them, or until they request, in writing, to be placed back in the rotation. This will eliminate the need to contact personnel who may be unavailable for extended periods, or who do not wish to work overtime.

- 4.1.14 Personnel who have reported off sick for their tour, shall be considered unavailable for any overtime that would necessitate them travelling to work while on sick leave.
- 4.1.15 Personnel working overtime will be assigned by the shift commander, appropriately as needed. In the case of an EMT that accepts a shift where there is a "FIRE" vacancy, a firefighter will be moved from primary ambulance duty when possible to cover the vacancy on the fire apparatus, with the EMT covering the BLS.
- 4.1.16 When taking overtime, an officer will take a regular officer's spot, unless both are filled, at which time they will fill the vacancy created as defined in 4.1.9.
- 4.1.17 When accepting overtime, personnel are bound to complete the shift taken as they would be a regularly scheduled day. Rules and regulations regarding duty conduct apply as they would on a regularly scheduled shift.
- 4.1.18 Personnel who accept overtime, then wish to give the shift up, shall be required to work the accepted shift. If they are unable to, they must notify the working shift commander within 6 hours of the start time of the shift. When "calling out" of an accepted overtime shift within 6 hours because of illness, a doctor's note shall be provided and submitted to City Administration. Any other reason for a call out within 6 hours of the start of the shift shall have approval of the Chief of Department, or his designee, prior to releasing the individual from the responsibility to fill the shift.
- 4.1.19 If an individual gives up an accepted overtime shift, the shift commander shall fill the vacancy according to this policy.

4.2 REGULAR OVERTIME

4.2.1 FIRE

- 4.2.1.1 When a vacancy is anticipated or found 24 hours or more prior to the start of the vacant shift, the overtime list shall be used to fill the vacancy, starting with the individual after the last person to accept overtime.
- 4.2.1.2 The off-going shift shall be first used to fill the 1st 12 hour period for the vacant shift, and the oncoming shift shall be first used for the second 12 hour period.

- In case of a partial shift less than 12 hours, the shift where most of the time for the vacancy falls will be contacted first.

4.2.1.3 A group message shall be sent to the appropriate personnel.

4.2.1.4 After 10 minutes, the position will be awarded.

4.2.1.5 After all lists have been exhausted, the mandatory overtime policy shall be used.

4.2.2 EMS

4.2.2.1 When a vacancy is anticipated or found 24 hours or more prior to the start of the vacant shift, the vacancy will be offered to Per Diem EMS personnel, using their list of seniority. This list shall always start with the senior-most Per Diem EMT. Note: Per Diem employees will be determined "not available" if they have already worked, or are scheduled for 24 hours in that pay week. **Any special circumstances deviating from this shall be cleared by the Chief of Department or his designee.**

4.2.2.2 After the Per Diem EMT list has been exhausted, the vacancy will be offered to Part Time EMS personnel, using their list of seniority. This list shall always start with the senior-most Part Time EMT. Note: Part Time employees will be determined "not available" if they have already worked, or are scheduled for 24 hours in that pay week. **Any special circumstances deviating from this shall be cleared by the Chief of Department or his designee.**

4.2.2.3 After the Per Diem and Part-Time lists have been exhausted, full-time EMS personnel shall be contacted using their overtime list, starting with the individual after the last person to accept overtime.

- Following the list, personnel who are not working adjacent to the vacant shift shall be offered the full tour first.
- If no one accepts the assignment for the full tour, the list shall be used again, contacting personnel who are available to determine if they would work half of the vacant shift.
- EMS personnel shall be allowed to work up to 18 consecutive hours

4.2.2.4 A group message shall be sent to the appropriate personnel.

4.2.2.5 After 10 minutes, the position will be awarded.

4.2.2.6 After all lists have been exhausted, the mandatory overtime policy shall be used.

4.2.3 OFFICER

- 4.2.3.1 When an officer vacancy is anticipated or found 24 hours or more prior to the start of the vacant shift, the officer overtime list shall be used to fill the vacancy, starting with the individual after the last person to accept overtime.
- 4.2.3.2 The off-going shift shall be first used to fill the 1st 12 hour period for the vacant shift, and the oncoming shift shall be first used for the second 12 hour period.
 - In case of a partial shift less than 12 hours, the shift where most of the time for the vacancy falls will be contacted first
- 4.2.3.3 A group message shall be sent to the appropriate personnel.
- 4.2.3.4 After 10 minutes, the position will be awarded.

4.3 EMERGENCY OVERTIME

- 4.3.1 When a vacancy is found less than 24 hours prior to the start of the vacant shift, it shall be considered emergency overtime.
- 4.3.2 The same procedure as regular overtime shall be used to fill emergency overtime.
- 4.3.3 In cases where it is 2 hours or less prior to the start of the vacant shift, a group message may be sent to the entire department at once, to reduce the time needed to go through each unit individually. The vacancy will be awarded in the same fashion.

4.4 SYSTEM FAILURE

4.4.1 Electronic Failure

- 4.4.1.1 At any time, should the messaging system be unavailable, or a system failure occur, the following procedure shall be followed if overtime is needed during the time the system is down:
 - 4.4.1.2 Personnel shall be contacted via phone, individually, by seniority, according to the vacancy.
 - 4.4.1.3 If a message must be left, 5 minutes will be given for a call back prior to contacting the next person on the list.
 - 4.4.1.4 Calls and responses will be recorded on the sheets

4.4.2 Interruption During Calls

4.4.2.1 There is the possibility that an emergency will arise, during the 10 minute call back period, after a message is sent for overtime. Should this happen, and no one is in the building to record the call back from interested individuals, the message shall be sent again upon return to the building and the process started over.

RESOLUTION NO. 279-18

**AUTHORIZING AND APPROVING CONTRACT BETWEEN THE CITY OF
BRIDGETON AND IAFF LOCAL 4822**

WHEREAS, the City of Bridgeton and IAFF Local 4822 (IAFF) had negotiations with respect to a new collective bargaining agreement between the City and IAFF; and

WHEREAS, a form of collective bargaining agreement has been negotiated between the City of Bridgeton and IAFF; and

WHEREAS, the City Council of the City of Bridgeton is desirous of approving the aforesaid collective bargaining agreement between the City of Bridgeton and the IAFF;

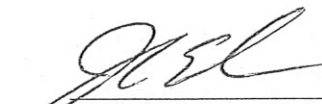
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bridgeton that the Mayor and Clerk be and are hereby authorized and directed to execute an agreement between the City of Bridgeton and IAFF the terms of which are hereby incorporated herein by reference; and

BE IT FURTHER RESOLVED, that a copy of the aforesaid agreement shall remain available and on file in the Clerk's office for public inspection.

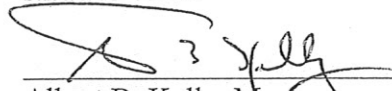
ADOPTED AT A REGULAR MEETING OF THE City Council of the City of Bridgeton held on the 20th day of November, 2018 at 5:30 P.M.

ATTEST:


Miriam Garcia, Deputy Clerk


J. Curtis Edwards
Council President

APPROVED:


Albert B. Kelly, Mayor