

CONTRACT

Between

CITY OF ATLANTIC CITY

And

ATLANTIC CITY PROFESSIONAL FIRE FIGHTERS
IAFF LOCAL 198

Effective

JANUARY 1, 2000 through DECEMBER 31, 2002

*Contract
Done
25 of 25*

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1 - PURPOSE	1
2 - INTERPRETATION	2
3 - GRIEVANCE PROCEDURE	3
4 - DUES CHECK-OFF	6
5 - EMPLOYEE REPRESENTATION	8
6 - NON DISCRIMINATION	9
7 - MANAGEMENT RIGHTS	10
8 - DUTIES OF OFFICERS	11
9 - SAVINGS CLAUSE	12
10 - STRIKES	13
11 - BULLETIN BOARDS	14
12 - UNION RELEASE TIME	15
13 - WORK SCHEDULE	16
14 - OVERTIME PAY	17
15 - CLOTHING ALLOWANCE	18
16 - LEAVES	19
17 - VACATIONS	24
18 - ACTING OUT OF TITLE	26
19 - HOLIDAYS	30
20 - PAY SCALE	31
21 - CONTINUATION OF BENEFITS NOT COVERED IN THIS AGREEMENT.....	34

<u>ARTICLE</u>	<u>PAGE</u>
22 – LONGEVITY	35
23 – TRANSFERS AND ASSIGNMENTS	36
24 – HEALTH AND SAFETY	39
25 – EDUCATION	40
26 – SECONDARY JOBS	43
27 – PERSONNEL COMMITTEE	44
28 – TEMPORARY ASSIGNMENT	45
29 – EXCHANGING TIME	46
30 – NEW EMPLOYEES	47
31 – SUSPENSIONS AND FINES	48
32 – PAGERS	49
33 – HEALTH BENEFITS	50
34 – PHYSICAL FITNESS EQUIPMENT	54
35 – FIREHOUSE EQUIPMENT	55
36 – DURATION OF CONTRACT	56
37 – SIDEBAR AGREEMENT	57

ARTICLE 1

PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J.S.A. 34:13A-5, etc) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the City and the employees; to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interests of the people of Atlantic City and its employees and the City.

ARTICLE 2

INTERPRETATION

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

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

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

ARTICLE 3

GRIEVANCE PROCEDURE

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

B. Procedure:

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

STEP 2 – Review by Union Grievance Committee. The Union Grievance Committee shall screen and study all grievances within fifteen (15) days of their receipt to determine whether same has or lacks merit. Such processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Union. Upon finding merit, the Union Grievance Committee shall present written confirmation of such determination to the Chief of the Department, with the request that the Chief of the Department investigate and resolve same.

STEP 3 – Review by the Fire Chief. The Chief of the Department shall have no duty to investigate and resolve any grievance until the aforesaid confirmation and request is made by the Union Grievance Committee. Upon receiving same, the Chief of the Department shall have fifteen (15) days within which to answer the grievance.

STEP 4 – Review by the Mayor. In the Event the parties are unable to resolve the grievance at the Third Step, either party may, within fifteen (15) days, refer the matter to the Mayor of Atlantic City for his investigation and resolution. The Mayor may designate an individual in his stead to hear and resolve grievances presented. The Union shall be provided timely notification of such individual's identity by the Mayor. The Mayor, or his designee, shall have fifteen (15) days within which to answer the grievance after his receipt of grievance referral.

STEP 5 – Arbitration. In the event the grievance is not resolved at the Fourth Step, either party may, after fifteen (15) days, refer the matter to impartial arbitration. Any party wishing to move the grievance to arbitration shall notify the Public Employment Relations Commission (P.E.R.C.) that it is moving a grievance to arbitration and request that a list of arbitrators be furnished to the public employer and the union organization. If the City and the employees cannot mutually arrive at a satisfactory arbitrator within thirty (30) days after receipt of the list from P.E.R.C., the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Civil Service Commission, or by the State of New Jersey, which might be pertinent, and shall render his/her award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared by the City and the Union. Any steward or officer of the Union required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter. The arbitrator shall not be empowered to add or to subtract from this Agreement or render any decision in conflict with this Agreement.

C. Time Limitations. Time extensions may be mutually agreed to by the City and the Union.

ARTICLE 4

DUES CHECK-OFF

A. The City shall deduct dues and initiation fees from the wages of all personnel covered by this Agreement who have filed with the City, a proper dues deduction authorization card, as required by the laws of the State of New Jersey. The Union shall advise the City of the fixed and standard dues and initiation fees of its members and the payments shall be made on or before the first payday of each month.

B. 1. Employees covered by the Agency Shop Law, N.J.S.A. 34:13A-5.5, Chapter 77, P.L. of 1979, are covered by the following clause:

The representation fee in lieu of dues shall be an amount equivalent to regular membership dues, initiation fees and assessments charged by the majority representative of its own members less the cost of benefits financed through the dues, fees and assessments available to benefiting only its members, but in no event shall such fees exceed eighty-five per cent (85%) of the regular membership dues, fees and assessments.

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

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

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

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

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

ARTICLE 5

EMPLOYEE REPRESENTATION

The Union must notify the City as to the names of stewards and accredited representatives. No more than one steward and alternate is to be designated for each facility. I.A.F.F. representatives not employed by the City will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing I.A.F.F. representation matters, without notifying the head of the Department.

ARTICLE 6

NON-DISCRIMINATION

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

ARTICLE 7

MANAGEMENT RIGHTS

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

ARTICLE 8

DUTIES OF OFFICERS

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

ARTICLE 9

SAVINGS CLAUSE

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

ARTICLE 10

STRIKES

The Union assures and pledges to the City that its goals and purposes are such as to condone no strikes by public employees, nor work stoppages, slowdowns, or any other such method which would interfere with the service to the public or violate the Constitution and laws of the State of New Jersey; and, the Union will not support anyone acting contrary to this provision.

ARTICLE 11

BULLETIN BOARDS

- A. The City shall permit use of bulletin boards, located in the respective facilities by the Union, for the purpose of posting notices concerning Local 198 business and activities.
- B. All such notices shall be signed by the President or other authorized officer of the Local.

ARTICLE 12

UNION RELEASE TIME

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

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

C. Administrative review may be made by the Chief on request by the Association President for time for Union business, without cost to the City.

ARTICLE 13

WORK SCHEDULE

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

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

1. Staff personnel shall work four (4) days of duty, ten (10) hours each day, from 0800 to 1800 hours.
2. Staff personnel shall work four (4) of five (5) days, Monday through Friday.
3. A member of the staff shall be assigned one (1) day off during the five (5) day work week. The day off shall be determined by the member's platoon commander.
4. Celebrated holidays, which fall during the five (5) working days of staff, shall automatically be the assigned day off for every member assigned to staff functions.

ARTICLE 14

OVERTIME PAY

- A. Overtime shall consist of all hours worked in excess of the average forty-two (42) hours of work in any one (1) week, based on the cycle providing three hundred thirty-six (336) hours for eight (8) weeks.
- B. 1. Overtime shall be computed at the rate of one and one-half (1-1/2) times the normal rate and including educational and longevity increments, computed on a forty-two (42) hour work week.
2. All overtime payable in monies will be paid during the appropriate pay period.
- C. Rotation of overtime assignments shall be in compliance with existing department orders. The Union shall have access to the records of overtime so that there is a fair distribution of assignments.
- D. When a firefighter is called back to duty, he/she shall receive a minimum of four (4) hours overtime pay, computed as follows:
1. For a general alarm or emergency, at the prevailing rate.
2. For other such order or assignment, on the basis of the applicable normal work week.
- E. Emergency Recall of Holdover: If an employee works through his/her normal shift change, either through previous emergency recall or through an emergency holdover, he/she will only be compensated on an hour for hour basis. This compensation will be paid at the rate of time and one-half (1-1/2) per hour.
- F. The City will comply with the Fair Labor Standards Act.

ARTICLE 15

CLOTHING ALLOWANCE

- A. The City shall, upon hire, issue to all new personnel, all required uniforms and wet goods, in lieu of Eight Hundred Fifty Dollars (\$850.00) only in the first year.
- B. Effective January 1, 2000, Apprentice Firefighters beginning with year two (2) of employment through year six (6) shall receive a Four Hundred Fifty Dollar (\$450.00) clothing allowance. Firefighters beginning with year seven (7) of employment and thereafter shall receive a Two Hundred Seventy Five Dollar (\$275.00) clothing allowance. Fire Captains, fire inspectors, maintenance/repair personnel, custodians and air mask technicians shall receive a One Hundred Dollar (\$100.00) clothing allowance. Battalion chiefs, assistant chief fire inspector, deputy chiefs and the fire official shall receive no clothing allowance.
- C. The City shall be responsible for changes in uniforms and wet goods, and for replacing all wet goods damaged, destroyed or contaminated in the line of duty. Employees shall be responsible for all other items.
- D. Pursuant to O.S.H.A. regulations, the City will purchase special uniforms during 1994, to be in place by January 6, 1995.

ARTICLE 16

LEAVES

A. Union Business:

Leave from duty with full appropriate pay shall be granted to members of the Local's Negotiating Committee who attend meetings between the City and the Union for the purpose of negotiating the terms of the contract, provided the employee is scheduled for duty at the time of the meeting.

B. Sick Leave:

1. Sick leave shall be allowed to one hundred forty (140) working hours per year, to be cumulative from year to year. In no event shall any employee enter the present contract with less than ten (10) working hours credited to each month of service, or one hundred forty (140) working hours at the beginning of each contract period.

2. For all employees hired after 01/01/96, sick leave can only be accumulated one hundred (100) hours per year, to be cumulative from year to year.

C. Illness and Injury:

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

2. In the event that any illness or injury sustained by an employee is not service connected, said employee shall have his/her injury or illness reviewed by the Medical

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

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

D. Each year the City or its designate shall make available to each member of the Fire Department a current record of sick and injured days taken and the accumulated balance, if any. This record shall be made available with the annual withholding statements. Notwithstanding the foregoing, and for the purposes of this section, sick leave shall be credited at the rate of ten (10) hours for each shift taken, regardless of the actual length of the specified shift. The City may process as a grievance any situation wherein an employee persistently abuses sick leave time.

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

1. Salary increases as provided for in the Contract.
2. Blue Cross/Blue Shield and group life insurance.

3. Pension paid while on terminal leave.
4. Dental, eyeglass and prescription plans paid while on terminal leave.
5. Sick and vacation days cannot be accumulated while on terminal leave.
6. If an employee works one (1) day in a calendar year, he/she shall receive all vacation and clothing maintenance monies.

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

1. All employees shall have the option to take their accumulated time up to one and one-half (1-1/2) years or three thousand two hundred seventy-six (3,276) hours on a bi-weekly basis.
2. Subject to the third paragraph of this section, the lump sum payment option shall be based on an individual's last hourly rate for all accumulated hours up to three thousand two hundred seventy-six (3,276) hours. This payment must be made to the employee by the City no later than ninety (90) calendar days of application for the lump sum payment.
3. Terminal leave shall be amended to provide for a maximum accumulated time of sixteen (16) months for all employees hired in 1984, a maximum of fourteen (14) months for those hired in 1985 and a maximum of twelve (12) months for those hired in 1986. Current employees hired before 1984 will not be affected by this change.
4. Employees must provide notice before the City's budget submission date of the year in which they intend to take terminal leave.
5. Employees shall have an option of one (1) or four (4) year pay-off of the terminal leave accrued monies. Employees who elect to receive the four (4) year pay-off plan shall receive his/her benefits in four (4) equal payments, with the last

payment made on or before the fourth anniversary date of retirement. Provided that timely notice is given, this payment must be made to the employee by the City no later than ninety (90) calendar days of application for the lump sum payment. Subsequently, payments for years 2, 3 and 4 will be made on or before the anniversary date of retirement.

G. In the event of the death to a member of the Fire Department, the City shall pay all accumulated sick time up to three thousand two hundred seventy-six¹ (3,276) hours, all clothing allowance and all vacation days in full.

H. Injury leave shall be provided as per the City Ordinance, which is in effect.

I. Funeral Leave:

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

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

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

¹ This number shall be reduced in accordance with Section F.3 above.

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

ARTICLE 17

VACATIONS

A. 1. The current vacation and personal days entitlement shall be continued for calendar year 1996 and shall be terminated as of 12/31/96.

2. The following shall be effective 01/01/97 for all employees:

<u>YEARS</u>	<u>VACATION DAYS</u>	<u>PERSONAL DAYS</u>
1	12	0
2	12	0
3	12	0
4	16	0
5	20	0
6	24	0
7 through retirement	24	4

3. No banking or payment of personal days may be made by any employee, regardless of his/her hiring date after 12/31/96.

B. 1. All Captains, Fire Inspectors, Air Mask Technicians, Maintenance/Repair Personnel and Custodians shall be entitled to twenty-eight (28) actual working days paid vacation.

2. All Battalion Chiefs and Assistant Chief Fire Inspectors shall be entitled to thirty-two (32) actual working days paid vacation.

3. All Deputy Chiefs and the Fire Official shall be entitled to thirty-six (36) actual working days paid vacation.

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

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

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

F. Selection of personal days shall be in accordance with the Atlantic City Fire Department Order No. 129.

ARTICLE 18

ACTING OUT OF TITLE

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

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

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

Adjustments shall be made in the next calendar quarter by making more assignments to those who served or had the opportunity to serve the least number of days for the preceding quarter.

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

- (c) If there is an existing Department of Personnel list for the higher rank, the number one person on the list shall be placed in the vacancy.
- (d) In the absence of an existing Department of Personnel list, the senior person who is qualified shall be placed in the vacancy for ninety (90) working days and receive the pay at the higher rank. After these ninety (90) working days, the next senior person with qualifications shall replace that person and the same conditions will prevail. In the event of a two-part promotional examination, in which an interim list is issued, only personnel on the interim list will be deemed "qualified" to act out-of-title in the higher position.
- (e) In the event of refusal of assignment, the most junior eligible person must perform the higher rank assigned. All refusals shall be reported to and recorded by the Chief or his/her designate.
- (f) The Fire Chief and the Mayor shall take steps to maintain promotional opportunities by obtaining, for fire department personnel, periodic Department of Personnel qualifying examinations for higher ranks and by declaring job vacancies as they occur.
- (g) When a promotional vacancy is created due to the terminal leave provision, and where there is an existing promotional list, such promotion shall be made within fifteen (15) consecutive days of the vacancy. In the event there is no existing list, Section A.2 (d) will prevail.

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

2. Regulations for Class B:

- (a) Any person who is assigned to a higher position will be paid for the days he/she worked in the higher position, excluding days off.
- (b) The person assigned will be paid the difference in the hourly rate of the out-of-title position.
- (c) Acting Captain will be performed by journeymen firefighters in the same company, if possible.
- (d) Acting Battalion Chief will be performed by Captains on the same platoon.
- (e) Acting Deputy Chief will be performed by Battalion Chiefs on the same platoon.
- (f) In the event of a promotional list, only personnel on the list will act out-of-title in the higher position. In the event there is no individual on the list permanently assigned to a Company, pursuant to Department of Personnel Regulations, personnel on the list will be reassigned to perform the acting out-of-title work. If there is no promotional list, then the acting out-of-title position will be performed by a journeyman assigned by seniority. At the company level, the acting out-of-title position will be rotated on a four (4) day working basis. In the event of a two-part promotional examination, in which an interim list is issued,

only personnel on the interim list will be deemed "qualified" to act out-of-title in the higher position.

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

C. The reason for the differential is that the responsibility assumed by the individual acting in the higher title is not adequately compensated. The reason for this is that they are being paid only for the days that they work and not per diem. An individual working in permanent rank on a per diem basis actually is receiving $1/365$ days salary, because he/she is paid for his/her days off and vacation days. The individual acting out-of-title does not have the advantage of the per diem rate.

ARTICLE 19

HOLIDAYS

For purposes of this Agreement, Good Friday, Easter Sunday, Memorial Day, July Fourth, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Election Day, Christmas Day, New Year's Day, Washington's Birthday, Lincoln's Birthday and Dr. Martin Luther King's Birthday shall be acknowledged as holidays for any purpose which is expressly stated within this Agreement.

ARTICLE 20

PAY SCALE

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

B. 1. If a First, Second or Third Year Apprentice passes the apprenticeship test the first time taken and the test is taken before his/her anniversary date, the salary rate change shall be effective on the employee's anniversary date.

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

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

C. In accordance with the Memorandum of Understanding addressing implementation by the City of the Early Retirement Incentive Program, all firefighters currently employed (as of December 31, 1993) in the Department shall reach the top step of the Firefighters Guide at the commencement of their fourth (4th) year of employment as referenced in Section D. below. All new firefighters, those hired after January 1, 1994, shall be paid using a seven (7) step salary guide as referenced in Section D below. Such new firefighters shall not

reach the top pay for a Senior Journeyman until he/she reaches the beginning of the seventh (7th) year of his/her employment. New hires will move down one (1) step on the guide on the anniversary date of their employment (i.e. move to the next higher level of pay).

D. Effective on December 31, 1999 at 11:59:59 p.m., the salaries at all steps and titles shown shall be adjusted by the amount set forth in the wage column:

<u>TITLE</u>	<u>WAGE - December 31, 1999</u>
Apprentice I	\$ 35,878.00]
Apprentice II	\$ 37,294.00
Apprentice III	\$ 38,711.00
Journeyman I	\$ 42,842.00
Journeyman II	\$ 46,972.00
Journeyman III	\$ 51,103.00
Senior Journeyman	\$ 58,028.00
Fire Captain	\$ 66,108.00
Fire Inspector	\$ 66,108.00
Maintenance Repairs	\$ 66,108.00
Custodian	\$ 66,108.00
Air Mask Technician	\$ 66,108.00
Battalion Chief	\$ 75,405.00
Assistant Chief Fire Inspector	\$ 75,405.00
Deputy Chief	\$ 86,201.00
Chief Fire Prevention	\$ 86,201.00

E. Effective January 1, 2000, the Wage Schedule set forth above shall be increased across the board pursuant to the following schedule:

2000 - 3.6%

2001 - 3.5%

2002 - 3.4%

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

ARTICLE 21

CONTINUATION OF BENEFITS NOT COVERED IN THIS AGREEMENT

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

ARTICLE 22

LONGEVITY

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

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

ARTICLE 23

TRANSFERS AND ASSIGNMENTS

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

One (1) Company Officer

One (1) Senior Firefighter

Two (2) Journeymen Firefighters

One (1) Apprentice Firefighter

B. Definitions:

1. Senior Firefighter – excess of fifteen (15) years of service

2. Journeyman Firefighter – less than fifteen (15), but more than three (3) years of service

3. Apprentice Firefighter – one (1), two (2) or three (3) years of service

C. A higher seniority vacancy may be covered by a firefighter with lower service time. However, a lower seniority vacancy may not be covered by a firefighter with a higher service time. Exception: Journeyman firefighters may cover when no apprentice is available.

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

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

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

G. Personnel may transfer by mutual agreement with personnel of equal rank and seniority with approval of the Platoon Commander and the Chief of the Fire Department.

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

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

J. Posting Procedure and Selection Criteria:

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

Employees desiring to apply for the job shall make application to the Chief of the Department setting forth their qualifications, seniority, etc. Copies of these applications and of the notices are to be filed with the Secretary of the Union. Notices shall remain posted for ten (10) days.

Employees who do not make application within the period of the posting shall have no right to consideration for the job, with the exception that employees are not at work during the entire posting period and who have sufficient qualifications and seniority shall be considered as filing an application for the job.

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

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

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

ARTICLE 24

HEALTH AND SAFETY

- A. The general safety and health for members of the Atlantic City Fire Department is the responsibility of the Chief of the Department. The Joint Labor/Management Safety and Health Advisory Committee shall have the responsibility for making recommendations on safety and health matters impacting members of the Atlantic City Fire Department. Such safety and health consideration shall include protective equipment and technological innovations. The Committee shall meet at the call of the Chairman, or upon majority vote of its members, but at least quarterly.
- B. The Committee shall be comprised of the Chief of the Department acting as Ex Officio Chairman, the Fire Surgeon, a designee of the Chief of the Department and the President of the bargaining agent.
- C. Committee action shall be taken upon the majority vote of the members with the Chairman casting the deciding vote in the event of a tie.
- D. Unresolved safety and health issues after recommendations by the Committee shall be subject to the grievance procedure.
- E. Both parties agree that the Union and/or Union Safety Committee can make nonbinding recommendations to the Chief of the Fire Department to set safety manning standards for (fire) engines and trucks.
- F. The City pledges to do whatever is economically feasible regarding increased staffing levels to ensure continued safe fire protection of its citizens and a continued safe working environment for members of the bargaining unit.
- G. First level supervisors shall be trained by the Department at a level equal to or better than standards described in N.F.P.A. Standard No. 1021 Fire Officer.

ARTICLE 25

EDUCATION

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

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

C. 1. Fire science or related training and educational achievements are considered an important factor in the professional development of the firefighter. Achievements in these areas shall be acknowledged with special salary increments based upon the following scale:

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

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

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

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

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

(f) Upon completion of one hundred (100) credit hours, of which eighteen (18) credits must be in professionalism courses, and/or job related training, the firefighter shall receive an eight percent (8%) increment of his/her base salary.

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

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

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

3. Other specialized training, such as seminars or special courses, can be used with college credits as a basis for increment. The general guidelines are that the total hours

spent in the approved special programs will provide credit equal to hours spent in the classroom at the following rate: three (3) college credits = forty (40) hours related training

4. Professionalism courses and/or job related training shall be interpreted to mean the following: All fire science courses taught at an accredited fire science institution, and fire related courses.

5. Job related training shall be given for the following:

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

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

ARTICLE 26

SECONDARY JOBS

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

ARTICLE 27

PERSONNEL COMMITTEE

A. For the purposes of this Agreement, a Personnel Committee shall be created, consisting of the Mayor or his/her designate, who shall act as Chairman; the Chief of the Department or his/her designate; the President of Local 198 or his/her designate; and, one superior officer as signed by the Union or his/her designate. The Personnel Officer or his/her designate shall be an ex-officio non-voting member of the Committee.

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

1. The amount of sick leave for each firefighter accumulated up to and including the present Contract.
2. Whether or not an employee is eligible for an incentive pay increase as a result of any special training and/or college credits.
3. Whether or not a particular employee is suited for special training available to the members of the Atlantic City Fire Department.

ARTICLE 28

TEMPORARY ASSIGNMENT

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

ARTICLE 29

EXCHANGING TIME

A firefighter has the option to exchange time of shifts with a fellow firefighter no more than two hundred sixteen (216) hours in any single calendar year, taken in four (4) hour minimums, with prior approval of his/her superior officers. Under no circumstances shall the use of this option create any additional cost, through overtime or otherwise, to the City.

ARTICLE 30

NEW EMPLOYEES

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

ARTICLE 31

SUSPENSIONS AND FINES

- A. All suspensions and fines assigned to Atlantic City Firefighters shall be dispensed in accordance with the rules and regulations of the Department of Personnel.
- B. In any case where a member is relieved from duty and suspended by a superior officer, that member shall be so informed and be furnished with a copy of charges to be filed against him/her no longer than twenty-four (24) hours after the incident occurs, outside of Saturdays, Sundays and legal holidays. If a member is suspended, he/she shall be given a hearing before the Mayor or his/her designee. The member shall have the right to be represented in the form of counsel at his/her own expense or by a designated representative of the Union. The above limits can be extended by mutual consent.
- C. All members must be granted a hearing before the Fire Chief/Fire Director or his/her designee on any charge that costs the member in suspension or fine.
- D. A suspension or fine shall be calculated at a rate equal to a per diem of the member's base wage.

ARTICLE 32

PAGERS

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

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

ARTICLE 33

HEALTH BENEFITS

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

1. U.C.R. Surgical, Blue Shield
2. Three hundred sixty-five (365) days coverage, Blue Cross
3. Rider "J"
4. Dependent children to age twenty-three (23), not married
5. Non-member rider
6. Emergency room rider
7. Catastrophic major medical of \$250,000.00 – Effective January 1, 2001, this amount shall be \$350,000.00 per event and effective January 1, 2002, this amount shall be increased to \$400,000.00 per event.
8. Diagnostic lab and x-ray benefits will be combined for a limit of \$300.00
9. Effective July 1, 1994, the family deductible shall be \$200.00. At least one (1) member of the family must reach or exceed this amount in order to effectuate the family deductible. When this occurs, the first member to satisfy the deductible shall recover eighty percent (80%) of the next \$1,500.00 and then one hundred percent (100%) thereafter. All other family members become eligible for one hundred percent (100%) reimbursement once the family deductible has been satisfied.
10. Co-insurance limit shall be \$1,500.00
11. The health insurance coverage shall provide for a mandatory second opinion

12. Effective retroactive to January 1, 1987, all members of the bargaining unit who retire on or after January 1, 1987 will receive a maximum of \$35.00 per month for dental and eyeglass costs. The retiree will only be permitted to apply this benefit to the actual costs incurred for any dental and eyeglass expenses.
13. Effective retroactive to June 30, 1998, all members of the bargaining unit who retire on or after January 1, 1991 and before December 31, 1999, will receive \$1,000.00 annually to apply to actual costs incurred by the retiree for any dental and eyeglass expenses. Retirees having chosen the \$1,500.00 per annum for seven (7) years have no other option.
14. Effective June 30, 1998, all firefighters who qualify for insurance under this Article who have gone off coverage, as set forth above, and do not return to coverage shall be eligible for \$35.00 per month.
15. Effective January 1, 2000, any member who retires will receive a maximum of \$35.00 per month for dental and eyeglass costs. The retiree will only be permitted to apply this benefit to the actual costs incurred for any dental and eyeglass expenses. Those covered employees who retired on or after January 1, 1991 shall be subject to the condition that, should they qualify for substantially equivalent coverage through another job or a spouse, they shall not be eligible while such coverage is available

B. Dental – Basic Benefits

1. One hundred percent (100%) basic services
2. One hundred percent (100%) periodontic services
3. Seventy-five percent (75%) prosthodontia services.

ARTICLE 34

PHYSICAL FITNESS EQUIPMENT

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

ARTICLE 35

FIREHOUSE EQUIPMENT

Effective January 1, 1991, all firehouses will be equipped with a commercial quality stove; a commercial quality refrigerator; a commercial quality sink; furniture for the stations; and, first aid kits. The City shall not only purchase, but also install (or, in the alternative, arrange for installation of) all the above items. The specifications are to be mutually agreed upon by the Chief of the Fire Department and the Local 198 Health and Safety Committee.

ARTICLE 36

DURATION OF CONTRACT

This Agreement shall be effective as of the first day of January 2000 and shall remain in full force and effect through December 31, 2002. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, one hundred twenty (120) calendar days prior to the termination date, that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.

ARTICLE 37

SIDEBAR AGREEMENT

The parties agree to enter into a sidebar agreement regarding a drug and alcohol policy including random drug testing as soon as reasonably possible, but no later than December 31, 2001. Should an extension be required, it may be done only by mutual, written consent.

ATTEST:

CITY OF ATLANTIC CITY

BENJAMIN FITZGERALD, City Clerk

Date: _____

JAMES WHELAN, Mayor

Date: _____

DAVID F. CORRIGAN, ESQ.

Date: _____

ATTEST:

I.A.F.F. LOCAL 198

ANDREW GAFFNEY, Secretary/State Delegate

Date: _____

JAMES C. MORGAN, President

Date: _____