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AGREEMENT

Between

Asbury Park City  
CITY OF ASBURY PARK

(MONMOUTH COUNTY,) NEW JERSEY

and

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,

LOCAL NO. 384, AFL-CIO-CLC

---

X January 1, 1986 through December 31, 1987

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Special Labor Counsel,  
City of Asbury Park

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PREAMBLE

This Agreement, entered into this 29<sup>th</sup> day of July 1986, by and between the CITY OF ASBURY PARK in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and LOCAL 384 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO-CLC, hereinafter referred to as the "Union", represents the complete and final understanding on all bargainable issues between the City and the Union.

ARTICLE I

GENERAL

The City of Asbury Park, hereinafter referred to as the "City", and Local 384 of the International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as the "Union", in order to increase general efficiency in the Fire Department, to maintain the existing harmonious relationship between the Fire Department and its employees and to promote the morale, rights and well-being of the Fire Department, hereby agree as follows:

ARTICLE II  
PUBLIC EMPLOYEES

The Fire Department and individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

ARTICLE III

RECOGNITION

The City recognizes the Union for the purposes of collective negotiations as the exclusive representative of the individual members of the Union, including all Captains, and Combustible Inspector.

ARTICLE IV  
UNION SECURITY

A. DUES CHECK-OFF:

Upon written authorization by an employee and approval by the Union President, the City agrees to deduct from the wages of each employee the sum specified by the Union Treasurer for dues, and deliver the said sum to the Union on a monthly basis. In the event an employee does not have any monies due and owing to him, or if the monies due and owing to him are not large enough to satisfy the assignment for dues, no sums of money shall be deducted from the employee for that month. In such event, however, the Union will collect the dues due and owing, if not deducted from monies due and owing to the said Union member.

B. REPRESENTATION FEE:

1. If any employee does not become a member of the Union during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employees' per capita cost of services rendered by the Union as majority representative.

2. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the City by the Union, which amount shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.



charged by the Union to its own members.

3. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the City a list of those employees who have not become members of the Union for the then current membership year. The City will deduct the representation fee in equal installments, as nearly as possible for the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

4. The City shall remit the amount deducted to the Union monthly, together with the dues deducted pursuant to Section A, above.

5. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

6. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the City shall immediately cease making said deductions.

7. The Union shall indemnify and hold the City harmless against any and all claims, demands, suits and other

forms of liability that shall arise out of, or by reason of any action taken or not taken by the City for the purpose of complying with any of the provisions of this Article. The Union shall intervene in, and defend, any administrative or Court litigation concerning this provision. In any such litigation, the City shall have no obligation to defend actions arising under this Article but, once compelled to do so, the Union shall reimburse the City for all reasonable costs incurred in defending or participating in such litigation.

ARTICLE V

PROBATION PERIOD

All new employees shall serve a probationary period of one (1) year and shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement and applicable Civil Service Statutes, Rules and Regulations of the State of New Jersey. All employees who have worked one (1) year shall be known as permanent employees, and the probationary period shall be considered part of the seniority time.

ARTICLE VI  
MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the following rights.

1. The executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees;

2. To hire all new employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under N.J.S.A. 40A:14-1, et seq., and N.J.S.A. 11:1-1, et seq., or any other national, state, county or local laws or ordinance.

ARTICLE VII

SENIORITY LIST

The Fire Department shall establish a seniority list and it shall be brought up-to-date on January 1st of each year and immediately be posted thereafter on the Central Fire Station and Substation boards, for a period of not less than thirty (30) days, and a copy of same mailed to the Secretary of the Union. Any objections to the Seniority List as posted shall be reported to the Chief of the Department within ten (10) days or it shall stand approved.

ARTICLE VIII

HOURS OF DUTY AND TOURS OF DUTY

A. Pursuant to the provisions of Chapter 73, P.L. of New Jersey, 1948, as amended by Chapter 100, P.L. 1949, (Revised Statutes 40:47-47.2), there is hereby established in the Fire Department, the following schedule of actual duty of the members thereof for an average forty-two (42) hours per week in an eight (8) week cycle, except as hereinafter provided.

B. The tours of duty of the uniformed members of the Fire Department are hereby divided into four parts: Tour No. 1, Tour No. 2, Tour No. 3, and Tour No. 4.

C. The personnel of the Fire Department, except the Chief of the Fire Department, the Deputy Chief of the Fire Department, and Combustible Inspector, shall be assigned by the Chief of the Fire Department, subject to the approval of the City Manager, to the various tours of duty herein described.

D. Tours of duty shall be a day tour and a night tour. The day tour shall be from 8:00 a.m. to 6:00 p.m. The night tour or duty shall be from 6:00 p.m. to 8:00 a.m. of the following day.

E. The tours of duty in each eight (8) week cycle shall be as follows:

TOURS OF DUTY

	<u>TOUR NO. 1</u>	<u>TOUR NO. 2</u>	<u>TOUR NO. 3</u>	<u>TOUR NO. 4</u>
1st Day	Off Duty	Night	Off Duty	Day
2nd Day	Off Duty	Off Duty	Night	Day
3rd Day	Day	Off Duty	Night	Off Duty
4th Day	Day	Off Duty	Off Duty	Night
5th Day	Off Duty	Day	Off Duty	Night
6th Day	Night	Day	Off Duty	Off Duty
7th Day	Night	Off Duty	Day	Off Duty
8th Day	Off Duty	Night	Day	Off Duty
9th Day	Off Duty	Night	Off Duty	Day
10th Day	Off Duty	Off Duty	Night	Day
11th Day	Day	Off Duty	Night	Off Duty
12th Day	Day	Off Duty	Off Duty	Night
13th Day	Off Duty	Day	Off Duty	Night
14th Day	Night	Day	Off Duty	Off Duty
15th Day	Night	Off Duty	Day	Off Duty
16th Day	Off Duty	Night	Day	Off Duty
17th Day	Off Duty	Night	Off Duty	Day
18th Day	Off Duty	Off Duty	Night	Day
19th Day	Day	Off Duty	Night	Off Duty
20th Day	Day	Off Duty	Off Duty	Night
21st Day	Off Duty	Day	Off Duty	Night
22nd Day	Night	Day	Off Duty	Off Duty
23rd Day	Night	Off Duty	Day	Off Duty
24th Day	Off Duty	Night	Day	Off Duty
25th Day	Off Duty	Night	Off Duty	Day
26th Day	Off Duty	Off Duty	Night	Day
27th Day	Day	Off Duty	Night	Off Duty
28th Day	Day	Off Duty	Off Duty	Night
29th Day	Off Duty	Day	Off Duty	Night
30th Day	Night	Day	Off Duty	Off Duty
31st Day	Night	Off Duty	Day	Off Duty
32nd Day	Off Duty	Night	Day	Off Duty
33rd Day	Off Duty	Night	Off Duty	Day
34th Day	Off Duty	Off Duty	Night	Day
35th Day	Day	Off Duty	Night	Off Duty
36th Day	Day	Off Duty	Off Duty	Night
37th Day	Off Duty	Day	Off Duty	Night
38th Day	Night	Day	Off Duty	Off Duty
39th Day	Night	Off Duty	Day	Off Duty
40th Day	Off Duty	Night	Day	Off Duty
41st Day	Off Duty	Night	Off Duty	Day
42nd Day	Off Duty	Off Duty	Night	Day
43rd Day	Day	Off Duty	Night	Off Duty
44th Day	Day	Off Duty	Off Duty	Night
45th Day	Off Duty	Day	Off Duty	Night
46th Day	Night	Day	Off Duty	Off Duty
47th Day	Night	Off Duty	Day	Off Duty
48th Day	Off Duty	Night	Day	Off Duty
49th Day	Off Duty	Night	Off Duty	Day
50th Day	Off Duty	Off Duty	Night	Day
51st Day	Day	Off Duty	Night	Off Duty
52nd Day	Day	Off Duty	Off Duty	Night
53rd Day	Off Duty	Day	Off Duty	Night
54th Day	Night	Day	Off Duty	Off Duty
55th Day	Night	Off Duty	Day	Off Duty
56th Day	Off Duty	Night	Day	Off Duty

ARTICLE IX

OVERTIME

A. In the event that a need for overtime should occur in the Department because of vacations, sickness or other unforeseen conditions, the officer in charge shall call the next Fire Fighter to work overtime. All overtime shall be paid at one and one-half (1 1/2) times the basic rate of pay to any member of the Union working in excess of his scheduled tour of duty, if said Union member has not been on sick leave (excluding injury leave) during his particular cycle of duty. A cycle shall consist of two (2) ten (10) hour days and two (2) fourteen (14) hour nights. No Union member shall be required to work more than twenty-four (24) hours continuous duty except in cases of emergency declared by the Chief or the City Manager, but said Union member reserves the option to do so at his own discretion, except in emergency situations as aforesaid.

B. All Union members working consecutive tours of duty will be allowed one (1) hour off upon commencement of overtime duty and one (1) hour off if said Fire Fighter begins his regular tour of duty after completion of an overtime tour. All overtime will be voluntary, except as aforesaid in the event of an emergency, and shall be maintained by a seniority list kept by official records of the Department. A copy of said list



shall be posted on the bulletin board and this record shall show the date of call and the response from each person called, as to whether it was refused, on duty, no answer, sickness or vacation. If a Union member refuses, cannot be reached or is sick, he will be automatically passed by until a complete cycle of the seniority list has been made. This list shall pertain to tours of duty only.

During the tour off, members of the Department will have the flexibility to travel in and around the City of Asbury Park. However, members shall use good judgment, and this judgment precludes trips of any substantial distance. Members shall keep in contact with fire headquarters by use of a portable radio for response in case of emergency. The member shall be undisturbed in all but a true emergency.

C. If an employee is required by the Prosecutor of the County of Monmouth to testify on behalf of the City of Asbury Park, he shall be compensated at straight time rates for the actual time worked, but not less than two (2) hours' pay.

ARTICLE X

VACATIONS

A. A member shall be granted a vacation if earned in each vacation year without loss of pay. The vacation year shall be September 1 to August 31. Vacations shall be taken between September 1 and August 31 of the ensuing year; however, the Chief of the Fire Department reserves the right to limit the number of vacations during the months of July and August, and shall determine and approve the dates and times of vacation to be taken by the members of the Union.

B. Members may schedule their vacations on a "split" basis (at two different times rather than in a single block), subject to the following limitations:

1. An employee who elects to split his vacation shall, after making the selection of the first vacation period, go to the bottom of the seniority list for purposes of making the second vacation selection.

2. No split portion of the vacation shall be for less than one full tour of duty.

3. Vacations may be split into not more than two segments.

C. Length of service for vacation purposes shall be determined by completed years of service as of August 31 of

the earning year, and shall be allowed to the employee member based on seniority of service.

D. Vacations shall be earned in the following manner:

During the first year of service;

Two-thirds (2/3) of a day per month, to accrue monthly	-	not to exceed 8 working days
Commencing 2nd through 4th year	-	not to exceed 10 working days
Commencing 5th through 9th year	-	not to exceed 12 working days
Commencing 10th through 14th year	-	not to exceed 14 working days
Commencing 15th through 19th year	-	not to exceed 16 working days
Commencing 20th through 24th year	-	not to exceed 18 working days
Commencing 25th year and thereafter	-	not to exceed 20 working days

E. During 1986 and 1987, Fire Fighters may utilize up to a maximum of three (3) compensatory days in each year as vacation time. Either compensatory days on the books or days earned in 1986 or 1987 may be used for purposes of this provision. Compensatory days used under this provision may be taken only during the vacation year and shall be subject to all requirements for utilization of vacation time. In the event a scheduling overlap situation develops because of an employee taking compensatory days as vacation, the use of said compensatory days as vacation shall not be permitted.

The City shall have the right to review the implementation of this provision at the expiration of the current Agreement, and, pursuant to such review, shall have the right to exercise its option to eliminate this provision from the successor to the 1986-87 contract.

ARTICLE XI  
PERSONAL LEAVE

Each employee shall be granted three (3) working days off per year, with pay, for the purpose of conducting matters of personal, business or emergency nature, except that new employees shall be granted personal leave on a pro-rated basis of one (1) day for four (4) months of service. Such time shall not be deducted from any other time. Except in the case of an emergency, twenty-four (24) hour notice must be given.

ARTICLE XII

COMPANY STRENGTH

It is agreed that the City shall keep at least one (1) Truck Company and one (1) Engine Company in service twenty-four (24) hours per day.. The said City of Asbury Park Fire Department shall consist of forty (40) members, of which there shall be not less than eight (8) Captains and thirty-two (32) Fire-Fighters, not including the Chief of the Department, the Combustible Inspector or the Dispatchers. Each tour of duty shall consist of a minimum of eight (8) members of the Department, comprised of Officers and Fire Fighters, as shall be designated by the Chief of the Department.

ARTICLE XIII

INJURY LEAVE

A. Whenever a permanent employee of the Union is incapacitated from duty because of a physical injury sustained in the performance of his duty, he shall receive his salary, less such amounts as shall accrue or be paid to said injured member by temporary disability Workmen's Compensation benefits, and whenever the same is possible, the said Workmen's Compensation benefits shall be deducted from the pay of the injured member.

B. The said employee shall, as soon as practicable, after a physical injury has occurred, file a Workmen's Compensation Petition, and failure to do so shall render this said provision for payment of salary void, and said salary shall cease forthwith.

C. The provisions herein recited in the event of a physical injury to an employee herein referred to shall not exceed the term or period of one (1) year from the onset of the said physical injury. The time wherein said employee is not permitted or is unable by reason of certification by a City physician to perform such duties as shall be directed by the Chief of the Fire Department, or his designee, resulting from said physical injury, shall not be charged against sick leave of the said employee.

D. Any employee required by the City, or the City's insurance carrier, to be examined or treated by a physician other than one of his choosing, shall be compensated with compensatory time off at the straight time rate of pay, provided he is not on injury leave with pay. In addition to said compensation, the employee shall also receive traveling expenses at the rate of seventeen cents (0.17) per mile, plus parking and tolls. In the event an employee is required to be examined by the City's physician in order to determine whether the employee is capable of returning to work, the City's physician must certify in writing to the employee, with a copy to the employee's doctor, if requested, that the employee is capable of returning to work. If the employee's personal doctor and the City's doctor disagree as to whether the employee is capable of returning to work, the dispute shall be submitted to a third doctor selected as follows:

The Association and the City shall each compile a list of three (3) doctors from which the Association and the City shall mutually select a single physician within three (3) days from the time that a dispute arises between the employee's and the City's doctor. The determination of the third doctor regarding the employee's ability to return to work shall be in writing and be final and binding. Until the final decision

is received from the third impartial doctor, the employee will not be ordered to return to work.



ARTICLE XIV

SICK LEAVE

A. All permanent employees, or full time probationary employees of the Union shall be entitled to sick leave with pay. Sick leave may be utilized by the said employees when they are unable to perform their work by reason of personal illness or non-work related accident. Employees' sick leave shall not be used to allow the employee to serve as a nurse or housekeeper during extended periods of illness for any immediate member of his household. A maximum of three (3) days will be considered to be permitted to be used for the said employee's sick leave while other arrangements are made for family coverage.

B. Every permanent employee covered by the within Contract shall receive sixteen (16) working days per year for sick leave, and the same shall be cumulative from year to year, and for any fraction of a year in the proportion of one and one-third days per month. Sick leave with pay shall accrue to all probationary employees on the basis of one (1) day a month for the first calendar year of employment, after the initial appointment of said probationary employee.

C. If an employee is absent for reasons that entitle him to sick leave, his immediate supervisor shall be notified promptly as of the time of the employee's usual reporting time, except in those work situations where notice must be made

prior to the employee's starting time. Failure to so notify the supervisor may be cause of denial of the use of sick leave for that absence, and constitute cause for disciplinary action.

1. Absence without notice, as hereinbefore provided for five (5) consecutive days, shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness, and physician's certification that said employee is able to return to full duty.

(a) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year, consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic or recurring nature, requiring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

(b) The City may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of

Health will be required.

3. The City may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E.1. Using each full calendar year that an employee is actively employed, an additional four (4) days' vacation will be granted, in the following year's vacation only, if the employee has perfect attendance during the earning year ( August 1 --- July 31). Two (2) days' vacation will be added to the employee's regular vacation if he does not have perfect attendance during the calendar year aforesaid, providing, however, that the said employee has less than six (6) days off from his normal, usual and regular attendance, providing also, however, that the amount of time to be computed for days off shall be exclusive of bereavement time and/or specially granted award time. The said extra vacation days are to be granted during the vacation period commencing January of the year following completion of any period of time herein referred to, and the earning period for said additional vacation days shall be computed by completed years of service as of December 31 as the same may be applicable to the within Contract.

E.2. Employees in their first year of employment shall be entitled to the incentive vacation days provided in E.1. above, but prorated according to the amount of time worked by the employee.

F. In the event any fire fighter dies while in the performance of his duties, his estate shall receive payment of his accumulated sick time up to one hundred (100) days at the prevailing rate.

ARTICLE XV

BIRTHDAY

Fire-fighters may take one (1) leave day off within each calendar year for his/her birthday, regardless of company strength on that day. In the event an employee leaves employment with the Fire Department, for any reason, prior to the actual date of his/her birthday, and he/she has already taken one (1) day off for the birthday, the employee shall reimburse the City for said day. Such reimbursement pay shall be deducted from the employee's first paycheck.

ARTICLE XVI

HOSPITALIZATION AND INSURANCE

A. The City shall provide hospitalization and medical insurance for all full-time employees, their spouses and dependent children, the same shall be those children that are determined to be dependent children as interpreted by the insurance carrier. Insurance coverate shall be by Blue Cross/ Blue Shield, with a Rider J included therein. The City, however, shall have the option of providing identical insurance by any other insurance carrier. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. All of the aforementioned insurance shall be paid for by the City.

B. All employees who shall retire after January 1, 1978, shall be provided with individual hospitalization insurance as presently in effect for current employees. This provision shall not include any hospitalization or other benefits for the retired employee's spouse and dependent children.

ARTICLE XVII

LEAVE FOR UNION BUSINESS

The City agrees that a maximum number of four (4) members to be designated by the Union, including the State Delegate, shall be granted leave to attend State or National Conventions, with pay, pursuant to R.S. 11:26C-4, provided, however, that the Union notifies the City in writing of its intentions to do so no later than one (1) week prior to the time leave is to be taken. It is further understood and agreed by and between the parties hereto that the maximum time allowed for State or National Conventions shall not exceed five (5) days, including travel time, in any calendar year, pursuant to Civil Service Rules of the State of New Jersey 4:1-17.4. It is further agreed that, for purposes of conventions, etc., as herein referred to, there shall be a limitation of one (1) man per working tour permitted to attend such convention, etc. Leave for Union business within the city limits of Asbury Park shall be on forty-eight(48) hours notice to the City in writing, as aforesaid. Pertinent and applicable State statutes and laws shall supplement the within provisions and control the same

ARTICLE XVIII

DEATH LEAVE

Employees shall be granted three (3) working days off for death in the immediate family, with pay. The immediate family shall consist of father, mother, spouse, children, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, and grandparents and grandchildren.



ARTICLE XIX

CALL BACK FOR ALARMS

A. Employees who are called to duty because of an emergency shall be paid for the actual time worked, but not less than two (2) hours pay, at the rate of one and one-half (1 1/2) times the basic pay for said employee. It is understood and agreed by and between the parties hereto that employees living within the City and within a five (5) mile radius of Fire Headquarters will be given priority for call-back for emergency duty. Employees living outside of a five (5) mile radius of Fire Headquarters will be called back for emergency duty after those employees living within the radius. Mutual aid calls from other municipalities, areas and other Fire Departments may be made simultaneously with call backs for emergency duty.

B. If, in the reasonable discretion of the Chief of the Fire Department, or of the Officer in Charge, an employee reports late to a "call back for alarm" or an emergency, he shall not receive the same consideration for overtime pay, and the amount the said employee shall receive shall be at the reasonable discretion of the Chief of the Fire Department or other superior officer in charge.

C. Employees recalled for emergency duty shall not be required to stand by after the emergency situation has ceased to exist. The Chief or the Captain on duty shall be solely responsible for determining when an emergency ceases.

ARTICLE XX  
GRIEVANCE PROCEDURE

A. In the event any employee or group of employees of the Union shall have a grievance or complaint, an earnest effort shall be made to settle the grievance or complaint promptly through the following procedures:

B. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, any may be raised by an employee, his Union representative or the City.

C. Steps of the Grievance Procedure

Step One:

The Union Grievance Committee, upon receiving a written and signed petition from an employee, shall determine if a grievance exists. If, in their opinion, no grievance exists, no further action will be taken.

Step Two:

In the event a grievance does exist, the Grievance Committee shall, with or without the physical presence of the aggrieved employee(s), present the grievance within ten (10) days of the occurrence of same to the Chief of the Department for resolution. The Chief shall then conduct a meeting with the aggrieved(s) and the Union President, or his designee, within seventy-two (72) hours of receipt of the grievance.

The Chief will then render a decision no later than seventy-two (72) hours after conducting the meeting. Failure to reply to the said grievance shall constitute a denial of the same. The time within which the said meeting and reply shall be made shall exclude weekends and holidays.

Step Three:

In the event no settlement is reached in Step Two (2) aforesaid within seventy-two (72) hours, excluding weekends and holidays, the grievance shall be presented in writing to the Public Safety Director who, within the next seventy-two (72) hours, excluding weekends and holidays, will conduct a meeting with the aggrieved(s), his representative(s) and such other parties as may be involved. The Public Safety Director may render a decision verbally, to be confirmed in writing within seventy-two (72) hours after the said meeting, excluding weekends and holidays.

Step Four:

In the event no settlement is reached in Step Three (3) aforesaid within seventy-two (72) hours, excluding weekends and holidays, the grievance shall be presented in writing to the City Manager, who, within the next seventy-two (72) hours, excluding weekends and holidays, will conduct a meeting with the aggrieved(s), his representative(s) and such other parties as may be involved. The City Manager may render a decision verbally, to be confirmed in writing within seventy-two (72) hours after the said meeting, excluding weekends and holidays.

Step Five:

In the event the grievance is not resolved to the satisfaction of the aggrieved(s), it shall be taken to binding arbitration in the following manner:

Within ten (10) days after the written decision referred to in Step Four (4) has been made, the Union or the City may request the New Jersey State Board of Mediation to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding on all parties. The cost of the arbitration shall be borne by the City and the Union equally. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of business.

D. City Grievances

Grievances initiated by the City shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between a representative of the City Manager, Chief of the Fire Department, the Public Safety Director, and the Union, in an earnest effort to adjust the differences between the parties.

ARTICLE XXI

SAFETY AND HEALTH

A. The City and the Union shall cooperate fully in matters of safety, health and sanitation affecting the employees. The City shall furnish and replace coats, fire helmets, boots, oxygen masks and all other safety equipment which shall be required or worn by the men on duty, as the same has been directed by the Chief of the Fire Department and/or the City Manager.

1. The employee shall not be responsible for the loss, damage or theft of equipment.

2. All coats purchased by the City shall be of Nomex construction.

ARTICLE XXII

CLOTHING PAY

A. Each member shall receive Four Hundred (\$400.00), Dollars per year, Five Hundred (\$500.00) Dollars after January 1, 1987, for uniform maintenance. Maintenance includes cleaning and replacement of those articles of clothing or uniform requiring replacement as a result of loss or damage to same. New employees shall receive this allowance on a prorated basis of 1/12th per month. This allowance shall be paid on or before June 15.

B. Each member shall receive a uniform allowance of Three Hundred Fifty (\$350.00) Dollars per year for the purchase of necessary clothing and work-related items, except that new employees hired between November 1 and December 31 shall receive an allowance of One Hundred Seventy-Five (\$175.00) Dollars for that year.

C. Any uniform, clothing, watches or eyeglasses of the employee actually damaged or destroyed in the course of the employee's duties shall be repaired or replaced at the City's expense to a maximum of One Hundred (\$100.00) Dollars per claim as to watches and eyeglasses, subject to and conditioned upon the approval of the Chief of the Fire Department. An employee whose uniform, clothing, watch or eyeglasses have been actually damaged or destroyed in the course of performing his duties shall report this occurrence, in writing, within twenty-four (24) hours from the loss.

ARTICLE XXIII

SALARIES

A.1. Effective January 1, 1986, there shall be a six percent (6%) base salary increase across the board.

2. Effective January 1, 1987, there shall be a seven and eight tenths percent (7.8%) base salary increase across the board.

3. The following salary guide shall be in effect for a term commencing January 1, 1986 and ending December 31, 1987:

---

<u>Years of Service</u>	<u>Salary</u>	
	<u>1986</u>	<u>1987</u>
Probationary Fire Fighter (first year of service) ...	\$20,828.00	\$22,453.00
Commencing Second Year ...	22,388.00	24,134.00
Commencing Third Year ...	25,403.00	27,384.00
Commencing Fourth Year ...	27,175.00	29,295.00
Combustible Inspector ...	28,683.00	30,920.00
Captain ...	30,190.00	32,545.00

B. In addition to the foregoing salary guide, all employees who work during the hours between 6:00 P.M. and 8:00 A.M. shall be compensated with an additional three dollars (\$3.00) per working day

C. Effective January 1, 1987, all employees shall receive a one-time only bonus of fifty (\$50.00), not to be added to base salary and minus any usual and ordinary deductions.

ARTICLE XXIV

PAID HOLIDAYS

The following holidays shall be "paid holidays".  
All members of the Union shall be compensated for fifteen  
(15) paid holidays per year as follows:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Martin Luther King Day	Easter Sunday
Labor Day	

Payment shall be in the following manner if the same is due and owing to the employee: Payment shall be made in a lump sum by November 15th. Longevity shall be used in calculating the amount of monies due for paid holidays. All members of the Union shall be compensated for paid holidays on the ten (10) hour work day of each employee, whether worked or not, based upon a forty-two (42) hour work week.



ARTICLE XXV  
LONGEVITY PAY

A. Longevity pay shall be granted in accordance with the following pay schedule:

1. All employees on the City's Fire Department payroll as of January 1, 1984 shall be granted longevity pay in accordance with the following schedule:

<u>Position/Title</u>	<u>5-9yrs.</u>	<u>10-14yrs.</u>	<u>15-19yrs.</u>	<u>20-24yrs.</u>	<u>25yrs.+</u>
Fire Fighter	719	1,438	2,276	2,875	3,594
Combustible Inspector	759	1,517	2,402	3,035	3,793
Captain	799	1,599	2,529	3,194	3,993

2. All persons covered by this unit, who are hired on January 1, 1984, shall be granted longevity pay in accordance with the following schedule:

5th year	-	\$500.00
10th year	-	\$1,000.00
15th year	-	\$1,500.00
20th year	-	\$2,000.00
25th year	-	\$2,500.00

B. Members of the Fire Department whose anniversary date falls between January 1st and June 30th shall be paid as of July 1st. Members of the Fire Department whose anniversary

date falls between July 1st and December 31st shall be paid as of January 1st. The longevity pay shall be paid regularly as part of the salary of the members of the Fire Department.

ARTICLE XXVI

FIRE LABOR--MANAGEMENT COMMITTEE

A Fire Labor-Management Committee shall be established for the purpose of discussion, at mutually agreeable times, matters of mutual concern, excluding amendments to this Agreement. This said Committee shall be limited to no more than three (3) labor and three (3) management members, and shall meet, except by mutual waiver in writing, no less than once every three (3) months on a date agreed upon by the City Manager and the President of the Union.

ARTICLE XXVII

BILL OF RIGHTS

A. Members of this Fire Fighters Unit shall enjoy and be entitled to the following rights and privileges:

The wide-ranging powers and duties given to the Fire Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Fire Department. These questions may require investigations by superior officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(a) The interrogation of a member of the Fire Department shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the Fire Department is on duty;

(b) The member of the Fire Department shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Fire Department is being interrogated as a witness only, he should be so informed at the initial contact;

(c) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary;

(d) The interrogation of the member shall not be recorded unless the member agrees and is advised of charges;

(e) The member of the Fire Department shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his acts;

(f) If a member of the Fire Department is under arrest or likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court;

(g) If a member, as a result of an investigation, is being charged with a violation of the rules and regulations or is about to be so charged, he shall be afforded an opportunity to consult with counsel or the Union representatives before any further interrogation.

B. An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Asbury Park Fire Department, or a superior officer or the management and council members of the City of Asbury Park.

ARTICLE XXVIII

REOPENER

In the event that any other City employee receives any economic or non-economic benefit greater than or in addition to those provided for herein, the Union, at its option, may reopen this Contract for further negotiation.

ARTICLE XXIX

IMMUNIZATION INNOCULATIONS

The City shall provide yearly flu inoculations to all members of this Union, to be administered at a mutually agreeable date, but no later than November 1st, as a precautionary measure against such illness as a result of contact while performing first aid detail.



ARTICLE XXX

TOUR EXCHANGE

A. The Chief of the Department, or the officer in Charge, may grant, in his discretion, the request of any two (2) members of the Fire Department permission to exchange tours, or off-days, when the said change does not interfere with the operation of the Fire Department.

B. The employee member accepting the tour exchange will be as responsible as if he were working on his own regular tour of duty, and the person requesting the change and the employee agreeing to accept the same shall sign a form to be designed by the Fire Chief agreeing to the same.

ARTICLE XXXI

BULLETIN BOARD

The City agrees to provide a reasonable bulletin board space, the size of which shall be within the discretion of the City, where notices of official Union matters may be posted by the Union.

ARTICLE XXXII  
PERSONNEL FILES

No materials or writings related to an employee's conduct, service, character or personality shall be placed in the said employee's personnel file unless it is signed by the person submitting the information and shown to such member before it is incorporated into his file. Any employee of this Union shall have the right at reasonable times to examine his file if so desired.

ARTICLE XXXIII

RETIREMENT RECOGNITION

The City agrees to purchase retirement badges for any member who completes his service of employment in the Fire Department as an expression of appreciation and gratitude for the years of faithful service rendered to the community. Service of employment shall consist of twenty (20) years or more.

ARTICLE XXXIV

WORKING OUT OF JOB CLASSIFICATION

Any member employee who is required to accept the responsibility and to carry out the duties of a position or rank above which he normally holds and is classified for, shall be paid at the rate of the superior position or rank while performing the duties of same; providing, however, that the said employee is carrying out such duties during the vacation period of the superior officer whose position he is assigned to, or such other period of time which the Chief of the Fire Department, in his discretion, approves.

ARTICLE XXXV

TERMINAL LEAVE

A. Each permanent employee, after retirement after having served the required number of years which make the said employee eligible for retirement pay, shall:

1. if he/she has accumulated two hundred ninety-five (295) days as of December 31, 1983, be entitled to receive one-half (1/2) of his/her accumulated sick leave time, subject to and conditioned upon, however, that the said employee shall receive not more than one hundred eighty (180) days of the total accumulation at full pay at the rate of pay in existence on the day of the employee's retirement:

2. if he/she has accumulated less than two hundred ninety-five (295) sick leave days as of December 31, 1983, shall be entitled to receive, one-half (1/2) of his/her accumulated sick leave time, to a maximum of one hundred thirty-five (135) days of the accumulation at full pay at the rate of pay in existence on the day of the employee's retirement.

ARTICLE XXXVI  
UNIFORM AND PERSONAL EQUIPMENT

There shall be a work uniform and a dress uniform designated by the Chief of the Department. The work uniform shall be worn at all times in the prescribed manner while the employee is on duty. The employee shall not be required to wear the dress uniform when reporting for or being relieved from duty at Fire Headquarters.

ARTICLE XXXVII  
VACATION EXCHANGE

Employees may exchange portions of their vacation with other employees on the same tour of duty, subject to and conditioned upon the approval of the Chief of the Fire Department. Said approval shall be given in writing.



ARTICLE XXXVIII

ACTIONS AGAINST FIRE FIGHTERS

Whenever any action is brought against any employee covered by this Agreement for any act or omission arising out of the performance of his duties, the City shall defray all costs of defending such action in accordance with the provisions recited in the Statutes of the State of New Jersey pertaining to such action. The employee shall be represented by an attorney of his own choosing in criminal complaints filed against him for actions arising out of the scope of his employment. The City shall save and hold harmless and pay any judgment entered against an employee for any claim arising out of the scope of his employment to the maximum extent permitted by law. It is understood and agreed that the fees of the attorney chosen by the employee to represent him must be reasonable, and in line with the accepted fees of attorneys for performing similar services in the State of New Jersey.

ARTICLE XXXIX  
SEPARABILITY AND SAVINGS


If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect. In the event any portion of this Agreement shall be deemed invalid, the parties hereto agree to immediately meet to re-negotiate a provision to replace the invalid provision.

ARTICLE XL


TERM AND RENEWAL

This Agreement shall be for a period of two (2) years, commencing January 1, 1986, and shall remain in effect to and including December 31, 1987, and shall expire on December 31, 1987. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other party, in writing, no earlier than September 15th and no later than October 15th, immediately preceding said expiration date, of the party's intention to change, alter, amend or terminate this Agreement. It is agreed and understood that negotiations pursuant to the above notice shall begin no later than October 15th.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Asbury Park, Monmouth County, New Jersey, on this 29<sup>th</sup> day of July 1986.

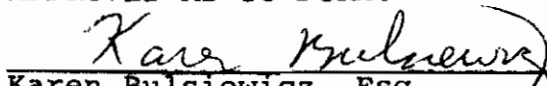
  
\_\_\_\_\_  
Samuel J. Addeo, City Manager  
City of Asbury Park

  
\_\_\_\_\_  
Lawrence D. Weldon  
President, Local No. 384

  
\_\_\_\_\_  
City Clerk, City of Asbury Park

  
\_\_\_\_\_  
William J. Mahoney  
Negotiating Committee, Local  
No. 384

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Karen Bulsiewicz, Esq.

## Side-Bar Agreements

### Article X - Vacations

The City and the Union understand that Article X has been and continues to be interpreted as follows:

"Employees earn their vacations from September 1 through August 31st of the next succeeding year. Any employee who commences his/her employment with the Department after September 1st of the vacation earning year shall receive vacation days on a prorated basis.

All vacation time earned shall be taken during the September 1 through August 31st period immediately following the September 1 through August 31st period in which earned, in accordance with the contract."