

**AGREEMENT BETWEEN
CITY OF BRIGANTINE**

AND



**BRIGANTINE FIRE OFFICERS'
ASSOCIATION**

January 1, 2003 Through December 31, 2007

Preamble

THIS AGREEMENT entered into this 28 day of June 2004,
by and between the City of Brigantine, in the county of Atlantic, a Municipal Corporation
of the State of New Jersey, hereinafter called the "City", and the Brigantine Fire Officers'
Association, duly appointed representative for all Fire Officers employed by the City of
Brigantine Fire Department, hereinafter called the "Association".

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ARTICLE I

RECOGNITION

A. The City recognizes the Association as the exclusive negotiating agent and representative for all Lieutenants and Captains, Fire Officer-EMT/EMT Instructor/CPR Instructors, employed by the City of Brigantine Fire Department, excluding all other employees of the Brigantine City Fire Department, including the Chief, Deputy Chief, and Firefighters and excluding all other employees employed by the City.

B. The titles "Fire Officer" or "Employee", "Fire Officer Instructor", and "Fire Safety Officer" shall be used interchangeably and shall be defined to include all bargaining unit members, the plural as well as the singular and to include males and females.

ARTICLE II

MANAGEMENT RIGHTS

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

1. The Executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.
2. To make rules of procedure and conduct, to use improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees.
4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees, within the Department.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.

7. The City reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, and adoption of policies, rules and regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights responsibilities and authority under R.S. 40A or any other national, state, county or local laws or regulations.

ARTICLE III

NON-DISCRIMINATION

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

B. The City and the Association agree that all employees covered under this agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be not discrimination by the City of the Association against any employee because of the employer's membership or non-membership or activity or nonactivity in the Association.

ARTICLE IV

STRIKES

- A. The Association assures and pledges to the City that its goals and purposes are such as to condone no strikes by public employees, nor work stoppages, slow-downs, or any other such method which would interfere with service to the public or violate the Constitution and Laws of the State of New Jersey
- B. The Association will not initiate such activities nor advocate or encourage members of the unit to initiate the same.
- C. The Association will not support anyone acting contrary to this provision.

ARTICLE V

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. 1. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees from the interpretation, application, or alleged violation of this Agreement, policies, rules and regulations or administrative decisions affecting an employee, or the Association.

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

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

Step One: The aggrieved or the Association shall institute action under the provisions hereof within twenty (20) calendar days after the event giving rise to the

grievance has occurred, or an earnest effort shall be made to settle the differences between the aggrieved employee and the Fire Chief, or his designee, for the purpose of resolving the matter informally. Failure to act within said (20) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within fifteen (15) calendar days of the initial discussion with the Fire Chief or his designee, the employee or the Association may present the grievance in writing within ten (10) calendar days thereafter to the Fire Chief or his designated representative for resolution. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated, if any, and the remedy requested by the grievant. The Fire Chief or his designee will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance.

Step Three: If the Association wishes to appeal the decision of the Fire Chief, such appeal shall be presented in writing to the City Manager within ten (10) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The City Manager shall respond, in writing, to the grievance within fifteen (15) calendar days of submission.

Step Four: If the grievance is not settled through Step One, Two and Three, either party shall have the right to submit the dispute to arbitration within ten (10) calendar days after receipt of the decision of the City Manager, pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the City and the Association. Any

other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of the Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, or the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE VI

DUES DEDUCTION AND AGENCY SHOP

- A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the City Treasurer during the month following the filing of such card with the City.
- C. If during the life of this Agreement there shall be any change in rate of membership dues, the Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorization from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Payroll Department.
- E. Any such written authorization may be withdrawn at any time by filing of notice of such withdrawal to the Payroll Department. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.
- F. The City agrees to deduct the fair share from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Association of the amount of fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its employees' goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

J. Prior to January 1st and July 31st of each year, the Association will provide advance written notice to the New Jersey Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share of fee for services enumerated above.

K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Association shall indemnify, defend and save the City harmless against any all claims. Demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or fair share assessment information as furnished by the Association to the City, or in reliance upon the official notification on letterhead of the Association and signed by the President of the Association, advising of such change deduction.

M. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of its employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association, and this Agreement has been executed by the City after it has satisfied itself that the Association is a proper majority representative.

ARTICLE II

HOURS OF WORK

- A. All employees covered by this Agreement, except EMT Instructor, Fire Official or Fire Inspector, shall work an average forty-two (42) hour work week consisting of one twenty-four (24) hour shift followed by seventy-two (72) hours off duty, with such shifts arranged on an four (4) week cycle. Each working shift begin at 8:00 A.M. and end at 8:00 A.M. the following day.
- B. Employees assigned duties as an EMT Instructor may be scheduled at the discretion of the Fire Chief, his designee, or the City Manager, provided that they shall not work less than forty (36) hours or more than forty-two (42) hours per week and not more than four (4) days per week, based on a four (4) week cycle.
- C. The Fire Official and any Fire Inspector assigned to the Fire Prevention Bureau on a full-time basis shall work a 36 hour work week, Monday through Thursday, and/or, Tuesday through Friday, from 8:00 A.M. to 5:00 P.M. The actual schedule shall be set by the Chief.
- D. The 24/72 shift outlined in this section shall be subject to a one year trial period beginning on the date of its implementation. At the conclusion of one year, either party has the right to open discussions regarding any concerns over the shift 24/72 shift schedule. If these concerns cannot be resolved to the mutual satisfaction of either party, either has the right to request negotiations over returning the schedule to the 10/14 shifts which existed prior to the implementation of the 24/72 schedule. If the parties are unable to negotiate a resolution to their dispute, the City shall have the right to return the schedule to the 10/14 shifts if it has in good faith and reasonably reached the conclusion

that the 24/72 schedule is detrimental to the good order and functioning of the Department or if there is an increase in costs attributable to the 24/72 schedule. The issue of the City's good faith in making this determination will be subject to contractual grievance arbitration provisions of this Agreement. Under no circumstances shall an arbitrator issue a decision which would cause the shift schedule to differ from that of the firefighters.

E. The Association recognizes the City's right to unilaterally alter the starting and ending times of the shifts, the number of hours per shift, the number of days worked in any established work schedule and off-duty time between shifts, so long as the unilateral revision is in accordance with law.

F. The City recognizes the Association's right to re-open negotiations on any and all economic related matters related to and/or affected by any alteration exercised in Section D and E above.

G. Effect of Change to 24/72 Schedule

1. Pursuant to this Article, the parties have agreed to institute, on a year-long trial basis, a 24/72 schedule which makes a member's on duty shift 24 hours long. This schedule changes the previous average 12 hour work shift. As such, all leave time accrued as "days" under the former 12 hour work shift schedule must be reduced in half if taken or paid under the new schedule, in which a work day counts as 24 hours. In order to insure proper calculation of accrued vacation days, personal days and holidays, the parties agree that the time shall be treated as follows:

(a.) Vacation: All vacation accrued but not used prior to the implementation of the 24/72 schedule shall be converted into hours for record keeping purposes, by multiplying the accrued vacation by 10.5 hours. Such vacation time may be used pursuant to Article XII (Vacation) after the switch to the 24/72 schedule.

(b.) Holidays: All holidays accrued but not used prior to the implementation of the 24/72 schedule shall be converted into hours for record keeping purposes, by multiplying the accrued holidays by 12 hours. Such sick time may be used pursuant to the Article XI (Sick Leave) after the switch to the 24/72 schedule.

(c.) Personal Days: All personal days accrued but not used prior to the implementation of the 24/72 schedule shall be converted into hours, by multiplying the accrued personal days by 12 hours. Such personal time may be used pursuant to Article XIII (Personal Days) after the switch to the 24/72 schedule.

2. During the term of this Agreement, as long as the 24/72 schedule is in effect, all leave time accrued under this Agreement as “days” shall be valued at 24 hours for accrual purposes. Nothing in this Article shall be construed to allow the use of leave time on an hourly basis or in less than 1 day increments unless such use is otherwise permitted by this Agreement.

ARTICLE VIII

OVERTIME

- A. All time worked in excess of the assigned duty shift shall be overtime.
- B. All time worked in excess of the assigned workweek shall be overtime.
- C. If an individual employee is recalled to duty, he shall receive a minimum guarantee of three (3) hours compensation at the overtime rate, provided said recall duties not contiguous with the employee's normal Shift. The City shall have the right to retain the employee on duty for the minimum time period.
- D. All overtime shall be compensated at one and one-half (1½) times the employee's hourly rate.
- E. Employees terminating their employment with the City shall be entitled to be paid for all overtime work accrued.
- F. Call back time shall be defined as any time in which an employee shall be ordered to participate in any activity concerning the Fire Department, or any other activity under the jurisdiction of the Department of Public Safety when the employee is off-duty.

ARTICLE IX

SALARIES

A. Effective the first pay of each year, the annual base salaries to be paid for the following employees of the City covered by this agreement, shall be set forth below:

<u>Classification</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
Lieutenant	\$65,436	\$68,053	\$71,116	\$74,315	\$78,032
Captain	\$73,288	\$76,219	\$79,650	\$83,233	\$87,395

B. All employee's base salaries are listed above. An employee's annual equals an employee's base salary plus holiday pay, education incentives and then longevity. An employee's hourly rate is computed by dividing the employee's annual salary by 2,184. An employee's daily rate of pay shall be computed by dividing his or her bi-weekly salary by 24.

1. For the purpose of holiday pay and disciplinary actions, an employee's hourly rate shall be used. Unless otherwise specified herein, one (1) day shall be calculated on the basis of twenty-four (24) hours per day.

C. The base rate of pay for the Fire Safety Officer shall be the rate of pay for the rank which is one level above the actual rank of the employee holding the position. This rate of pay shall not exceed the base salary of Captain.

D. The salary differential between the rank of Firefighter/EMT and Lieutenant/EMT shall be 12%.

E. The salary differential between the rank of Lieutenant/EMT and Captain/EMT shall be 12%.

F. To the extent any new ranks are created, a 12% differential shall be maintained between the ranks.

ARTICLE X

LONGEVITY

A. The City shall pay longevity in accordance with the following schedule:

<u>Years of Service</u>	<u>Longevity Pay</u>
Five (5) years of service	2%
Ten (10) years of service	4%
Fifteen (15) years of service	6%
Twenty (20) years of service	8%
Twenty-four (24) years of service	10%

B. Longevity shall be computed from the employee's date of appointment and calculated and become effective on the employee's anniversary date.

ARTICLE XI

HOLIDAYS

A. Prior to January 1, 2005:

1. Between January 1, and December 31 of each contract year, employees shall be entitled to take thirteen (13) days off for holidays at their discretion based upon the procedure outlined below.

2. Only one (1) employee on a shift shall be entitled to use up to a maximum of four (4) holidays in a row at any one time. No other employee on that shift shall be entitled to utilize his holidays while another employee is utilizing his holidays, unless such permission is granted by the Fire Chief, or his designee, in his sole discretion. Reasonable notice and schedules shall be made with the Fire Chief, or his designee.

3. Employees terminating their employment with the City or having their employment with the City terminated by the City shall be entitled to be paid for all holiday time accrued but not used on a pro-rated basis.

4. An employee shall accrue holidays on a pro-rated monthly basis based upon thirteen (13) holidays per year during his first year of employment if hired after January 1 of that year.

5. Employees with perfect attendance will be granted one additional holiday in the subsequent year.

B. On and After January 1, 2005

1. In lieu of holiday time, seven holidays shall be recognized and compensated by the City by adding into an employee's annual salary the value of

168 hours of holiday pay (7 days times 24 hours), the value of which shall be calculated by multiplying 168 hours times the employee's hourly rate, as calculated by Article X.

2. Employees with perfect attendance in any given calendar year will be granted 24 additional holiday hours in the subsequent year, to be added to annual salary in the manner described above.

C. All holiday time accrued but unused as of December 31, 2004 shall be paid out at the termination of the member's employment. No holiday time shall accrue after this date.

ARTICLE XII

VACATIONS

A. During the first calendar year of employment, all employees shall accrue one half (1/2) vacation day per month for each full month of employment.

B. After the first calendar year of employment, all employees shall accrue vacation days as follows:

<u>Years of Service</u>	<u>Working Days</u>
(Departmental)	
After 1 year through 5 years	6 working days (144 hours)
After 5 years of service	11 working days (264 hours)

C. Employees who terminate their employment with the City, or whose employment is terminated by the City, shall only be entitled to pay for those vacation days actually earned up to their termination date, on an annual pro-rated basis. Employees who terminate their employment with the City by means of retirement shall have the option of using accrued vacation time to be used as an “early out” on a one-to-one basis, or at the employee’s option, the employee shall be paid for all accrued or earned vacation days at the rate of hourly annual salary multiplied by the number of hours accrued.

D. Any month in which an employee is absent for more than fifty (50%) percent of his schedule work days in any given month, due to disciplinary suspension, or leave of absence with or without pay, said employee shall not accrue any vacation time for that month.

E. If a vacation has been scheduled more than thirty (30) calendar days in advance, and is canceled by the City less than thirty (30) calendar days from the date of the

scheduled vacation, the employee shall be paid at the rate of one and one-half (1½) times his hourly rate of pay for all time worked during the period that would have been his scheduled vacation.

ARTICLE XIII

PERSONAL DAYS

A. All bargaining unit personnel shall enjoy one (1) personnel day per year unrestricted. (no reason required).

B. For the purpose of payment for unused personal days upon resignation or retirement, employees shall accrue personal days at the rate of one (1) day for every twelve (12) months during the calendar year.

ARTICLE XIV

SICK LEAVE

- A. Sick leave is hereby defined to mean absence from duty by an employee by reason or personal illness, accident or exposure to contagious disease.
- B. 1. Sick leave may also be used for short periods because of attendance of the employee upon a member of their immediate family who is seriously ill.
2. The term “immediate family” is hereby defined to include the following: spouse, child, grandparent, parent, brother, sister, spouse’s parent, or any relative living in the employee’s household.
- C. An employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but no later than one (1) hour before the employee’s usual reporting time, except in emergency circumstances.
- D. Sick leave shall accrue for regular full-time Fire Officers at the rate of twelve (12) hours per month during the first calendar year of employment, and fifteen (15) working hours per month in every calendar year of employment thereafter, and shall accumulate from year to year.
- E. A certificate of a reputable physician shall be required as proof of need for the employee’s leave after sixty (60) consecutive hours sick leave or leave in to attend to a member of the employee’s family, or after one hundred twenty (120) hours sick leave in any one (1) year or after one hundred twenty (120) hours leave while in attendance of a member of the employee’s family in any one (1) year.

F. An employee's supervisor may, at any time, require proof of illness of an employee on sick leave, whenever such requirement appears reasonable to the supervisor.

G. In cases of leaves of absence ordered by the "Health Department" due to exposure to contagious disease, a certificate from the Department of Health shall be required before the employee may return to work and time lost will not be deducted from sick leave time or result in any loss of pay.

H. If any employee is absent from work more than fifty (50%) percent of his or her scheduled work days in any given month due to disciplinary suspension or leave of absence with or without pay, said employee shall not accrue any sick time for that month.

I. As per Article XI, any employee who does not use any sick time in a calendar year (Jan.-Dec.), shall be entitled to one (1) additional holiday which is to be used during the following calendar year.

ARTICLE XV

FAMILY AND MEDICAL LEAVE

A. In addition to any leave to which an employee may be eligible, the City will grant leave in accordance with the Family and Medical Leave Act of 1993.

ARTICLE XVI

TERMINAL LEAVE

A. An employee, or his beneficiary, shall be reimbursed for accrued and unused sick leave at the time of retirement or death, equal to seventy-five percent (75%) of the accrued time up to but not to exceed nine months to be computed upon the employee's annual rate of pay at the time of retirement or death.

B. In order for an employee or his/her beneficiary to be eligible for the benefits enumerated in Section A. of this Article, the employee must have completed twenty (20) years of employment with the City of Brigantine or be eligible for full retirement under the appropriate State of New Jersey Retirement System. At the City's option, an employee may also become eligible for the terminal leave benefits enumerated in Section A of this Article if the employee is eligible for disability retirement under the guidelines of the State of New Jersey Pension System, or in case of death.

C. An employee terminating his employment for any reason other than full or disability retirement under the State of New Jersey Pension System, or death shall not be reimbursed for any unused accrued sick leave.

D. 1. At the employee's option, terminal leave shall be paid in one (1) lump sum or in equal bi-weekly installments while on terminal leave at the employee's annual rate of pay at the beginning of the terminal leave period. Employees shall not continue to accrue any additional benefits, including salary increases, while on terminal leave. In order for the employee to be eligible to exercise this option, the employee must notify the City manager in writing prior to October 1 of the calendar year preceding the calendar

year of retirement of the employee's intention to retire, as well as the option which the employee has selected.

2. If the employee fails to notify the City Manager in writing prior to October 1 of the calendar year preceding the calendar year of retirement of the employee's intention to retire, then it shall be the City's option to determine whether the terminal leave shall be paid in one (1) lump sum or in equal bi-weekly installments while the employee is on terminal leave, at the employee's base annual rate of pay, at the beginning of the terminal leave period. The employee shall not continue to accrue any additional benefits, including salary increases, while on terminal leave.

ARTICLE XVII

INJURY LEAVE

A. In the event an employee becomes disabled by reason of a service-connected injury or illness and is unable to perform his duties, then in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay and all existing health benefits for a period of up to one (1) year. In the event any employee is granted said injury leave, the City's sole obligation shall be to pay the employee the difference between his regular pay and any disability compensation or other payments received from other sources provided by the City. At the City's option, the employee shall either surrender and deliver any disability compensation or other payment to the City and receive his entire salary payment, or the City shall pay the difference.

B. Any employee who is injured, whether slight or severe, while working, must make an immediate report before the end of his shift to the Fire Chief or the Officer in charge.

C. It is understood that the employee must file an injury report with the Fire Chief or Officer in charge so that the City may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the City may reasonably require the employee to present such certificate from time to time.

E. If the City does not accept the certificate of the physician designated by the insurance carrier, the City shall have the right, at its own cost, to require the employee to

obtain a physical examination and certification of fitness by a physician appointed by the City.

F. In the event the City appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the City appointed physician. Then the City and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the City and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

G. The City, at its option, and upon certification by the City appointed physician, may extend the injury with pay for no more than one (1) additional year. The City appointed physician must certify that the employee is incapable of performing his duties for the additional time period.

H. If the City can prove an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the City. If the employee is found to be in violation of this Article, he shall be subject to disciplinary action by the City to the extent which is provided in this agreement and any Ordinance in effect governing the City of Brigantine Fire Department.

ARTICLE XVIII

FUNERAL LEAVE

- A. In the event death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed two (2) working days.
- B. The term "immediate family" shall include spouse, child, grandparent, parent, brother, sister, spouse's parent, or any other relative living in the employee's household.
- C. Funeral leave may be extended beyond the two (2) working day period, either without pay or chargeable against the employee's sick leave, at the sole discretion of the Fire Chief, his designee, or the City Manager.

ARTICLE XIX

GENERAL LEAVE

A. Jury Duty: In the event of an employee being called for jury duty, leave will be granted without loss of pay, in accordance with State Statute.

B. State Meetings: Designated representatives shall be permitted leave from duty, without loss of pay, to attend State or National Convention in accordance with State Statute 40A:14-177.

1. Any representative so designated under Section B of this Article shall not switch tours in order to receive pay for the purpose of attending said meetings under Section B of this Article, and no employee switching tours under this Section B of this Article shall be entitled to receive overtime compensation caused by the switching of tours.

C. Seminars: Leave from duty may be granted to an employee to attend pre-approved, job related seminars, at the discretion of the Fire Chief, his designee, or the City Manager.

ARTICLE XX

CLOTHING ALLOWANCE

- A. Any employee's clothing that has been damaged in the line of duty will be replaced with comparable items by the City at no cost to the Fire Officer.
- B. There will be a summer and winter inspection and replacement of clothing when deemed necessary by the Fire Chief, his designee, or the City Manager.
- C. There will be a "shoe allotment/clothing maintenance allowance" in the amount of eight hundred dollars (\$800.00) for each employee covered by this Agreement.
- D. This clothing allowance as enumerated in Section C above shall be paid by the City to the covered employees no later than the first pay period in June.
- E. All personal items which are damaged or destroyed in the line of duty and which are not covered by insurance shall be replaced by the City after inspection and certification by the Fire Chief or his designee. The City's liability shall not exceed two hundred dollars (\$200.00) per incident.

ARTICLE XXI

HEALTH INSURANCE

A. The City agrees to provide full family hospitalization, dental, optical and prescription coverage pursuant to the present Employee Health Care Plan as described in the City of Brigantine IDA, Health Care Plan booklet, with changes as described in Addendum A, which went into effect on January 1, 1996.

B. The City reserves the right to change insurance carriers or continue its self-insurance plan, as long as the same or better benefits are provided.

C. If an employee is killed in the line of duty, the City agrees to pay the established premium for hospitalization/medical insurance for the surviving spouse until the surviving spouse remarries or dies or becomes eligible for Medicare or becomes eligible for coverage through employment. And, if the employee is killed in the line of duty, said coverage shall be paid for dependent children until the child reaches the age of twenty-three or ceases to be dependent of the surviving spouse, whichever occurs first.

ARTICLE XXII

OUTSIDE EMPLOYMENT

- A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off duty.
- B. It is understood that the full-time employees will consider their position with the City as their primary job.
- C. No employee planning to or engaging in outside employment during the off-duty hours shall be permitted to wear the regulation City uniform.

ARTICLE XXIII

EXCHANGE OF TOURS

A. An employee, upon prior notice to and authorization of the Fire Chief or his designee, may exchange tours or days off with another employee of equal rank.

Lieutenants and Captains may exchange tours with each other.

B. Such requests or exchange of tours of duty or days off must be submitted in writing, signed by both employees, within a reasonable time in advance, to the Fire Chief or his designated representative, except in case of emergency wherein the notice period may be reduced. The Fire Chief shall determine reasonable time.

C. Under no circumstances shall any employee be permitted to exchange tours of duty or days off if such exchange would entitle either employee to receive overtime or any other additional pay or benefit.

D. No such substitution of employees scheduled to work shall be permitted if it is not in the best interests of the Department, which could be caused by, among other things, but not limited to, a emergency situation existing in the City or the liability of the employees to perform his duties properly because of working too many hours of duty or days due to excessive changes or other circumstances.

ARTICLE XXIV

PERSONNEL FILES

- A. The City shall establish personnel files or confidential records which shall be maintained by the Personnel Manager under the direction of the City Manager.
- B. Upon prior notice to and authorization of the City Manager or the Fire Chief, or his designee, all employees shall have access to their individual personnel file. Any such request shall not be unreasonably denied.
- C. The City shall not insert any adverse material into any file of the employees, unless the employee has had an opportunity to review, sign, receive a copy of and comment in writing upon the adverse material, unless the employee waives these rights.
- D. The employee shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into his individual personnel file, and said response shall also be placed in the employee's individual personnel file attached to the respective complaint, negative report, or disciplinary warning. The City shall make a notification of what action, if any, is to be or has been taken.
- E. Any and all positive material, communication, information, etc., including commendations, shall be included as part of the employee's personnel file.

ARTICLE XXV

STANDBY/RECALL PROCEDURES

A. The present standby/recall procedure as currently practiced shall be continued as follows:

1. The City agrees to provide all bargaining unit employees with beepers.

Each employee shall provide reasonable care for his beeper.

2. a. When the beepers are activated from Fire Headquarters, if an employee chooses to respond, he shall do so either by telephone call or in person.

b. If an employee chooses to respond to a pre-determined call point by telephone, he shall be informed over the telephone whether or not he is needed to respond.

c. If an employee chooses to respond by presenting himself at Fire Headquarters, he shall be informed upon reaching Fire Headquarters whether or not he is needed.

d. If the employee is informed he is needed, he shall be considered recalled pursuant to Article VIII, Section C of this Agreement.

3. a. It is understood by the parties that it is in the discretion of the employees whether or not to respond when the beepers are activated. The City is not and shall not place any restrictions or requirements on the employee with respect to utilization of the beepers or recall.

b. If the City wishes to implement a different supplemental procedure, the Association shall be given ninety (90) days notice prior to said

implementation. The parties shall meet and discuss any problems with existing procedure and proposed new procedure within the ninety (90) day calendar period. It is understood and agreed that the standby/recall procedure delineated in Section A above shall continue in full force and effect for the full ninety (90) day period.

ARTICLE XXVI

EMERGENCY MEDICAL TECHNICIANS

A. The Fire Officer-EMT/EMT Instructor/CPR Instructor shall receive an annual stipend of eighteen hundred dollars (\$1800.00) to be paid the first pay period in December. In order to be eligible for this payment, members must be certified as both CPR Instructor and EMT Instructor.

B. Pursuant to the Administrative Order dated December 20, 1985, and all subsequent Administrative Orders modifying the initial Administrative Order, including the subsequent Administrative Order eliminating any deadline date, all employees are required to obtain Emergency Medical Treatment-Ambulance certification. If an employee is required by the State to obtain re-certification training other than the training provided by the City, or if the City decides to no longer provide in-house recertification training, and the employee incurs expenses in obtaining his recertification, the following procedure shall apply:

1. The first time an employee goes to Emergency Medical Treatment School, the City shall compensate the employee as follows:
 - (a.) Reimburse for cost of tuition and books.
 - (b.) Provide the use of a City vehicle for transportation to and from school.
 - (c.) Pay the employee one and one-half (1½) times the employee's regular base rate of pay for off-duty time spent in class.
 - (d.) Grant an employee release time from work for the purpose of attending class.

2. If an employee fails to pass the course, the second time the employee attends Emergency Medical Technician School, the City shall provide the following:
 - (a.) Reimbursement for cost of tuition and books.
 - (b.) Provide the use if a City vehicle for transportation to and from school.
 - (c.) Grant an employee release time from work for the purpose of attending class.
3. If the employee fails to pass the required course the second time, every subsequent time the employee attends Emergency Medical Technician School, the City shall provide the following:
 - (a.) Provide the use of a City vehicle for transportation to and from school.
 - (b.) Grant an employee release from work for the purpose of attending class.
4. Paragraphs B1-B3 above apply to both the initial certification and recertification.
5. The City may rescind the above referenced Administrative Order at any time.
6. If an employee fails all testing available to him following his immediate schooling period, he must immediately re-enroll for the next available school. Any exception to this Section shall be the sole discretion of the City Manager.

ARTICLE XXVII

PENSIONS

A. All employees shall be eligible for membership in the State of New Jersey Police and Firemen's Retirement System in accordance with the Rules and Regulations of that retirement system.

ARTICLE XXVIII

PROMOTIONS

- A. All promotions shall be made in accordance with New Jersey State Statutes.
- B. **POLICY:** The City of Brigantine Fire Department will follow the procedure set forth below:
- C. **PROCEDURES**
1. The City shall provide the employee with the criteria, the weight accorded with each criterion and the testing procedures upon which the City will evaluate an applicant for promotion.
 2. The City Manager or his designee shall have the authority to break all ties among the applicants with the same numerical score at the end of the testing procedure.
 3. Each applicant will be informed of his or her test results and be provided with a list of the applicants and their test ranking within fifteen (15) days after completion of the tests.
 4. The applicant shall be informed of the order in which the tests will be conducted at least one (1) day prior to the tests.
 5. Within fifteen (15) days of receipt of the results and upon the written request of a candidate, the candidate shall meet with the Fire Chief or his designee, and City Manager to review the ranking. If the candidate is not satisfied or in agreement with the decision, the candidate shall have the right to file a grievance pursuant to the grievance procedures.

D. WRITTEN EXAMINATION: The written examination shall be aimed at the level of supervision being sought. The written examination should be given to all eligible candidates at the same time and place, if possible, so that the examining conditions are equal and contents of the examination are not revealed in the intervening periods.

E. ORAL INTERVIEW: The oral interview shall be aimed at the level of supervision being sought.

F. OTHER PROMOTIONAL CRITERIA: Any other promotional criteria shall be aimed at the level of supervision being sought.

G. The candidate has the right to have an observer present during the oral interview if he so chooses. The observer cannot be a candidate. The observer cannot be directly involved in the interview process or make any recommendations, comments or statements.

ARTICLE XXIX

EDUCATION INCENTIVE PROGRAM

A. The City agrees to reimburse the cost of tuition and books for any employee who receives academic credits for study in an institution of college level which offers, and in which the employee is enrolled, a college curriculum leading to or creditable toward an undergraduate Associate or Baccalaureate Degree in Fire Science.

1. All books utilized by the employee which are paid for by the City shall be turned over to the City upon the completion of the course for the purpose of establishing a Fire Library.
2. Any employee who received a Bachelors Degree in Fire Science shall receive an additional twenty four hundred dollars (\$2,400.00) added to his base salary.
3. No credit shall be given for any training provided to employees who are on duty, or detailed to a school, or for any training received in connection with any Military Service or any other employment.
4. Any employee who receives Fire Fighter II shall receive an additional \$300 per year added to base salary.

ARTICLE XXX

PHYSICAL EXAMINATIONS

A. A complete physical examination may be required every two (2) years at the expense of the City of Brigantine. The employee shall sign a release/waiver permitting the results of the examination to be forwarded to the City.

B. 1. If the employee does not accept the recommendations of the physician utilized by the City, the employee shall have the right, at his own expense, to obtain a physical examination by a physician of his own choosing.

2. If the physician selected by the employee does not agree with the physician utilized by the City, then the City and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the City and the employee. The determination of the third physician as to the employee's physical condition and his recommendation shall be final and binding upon the parties.

3. Failure of the employee to comply with the medical recommendations may be cause for dismissal.

ARTICLE XXXI

SAVINGS CLAUSE

Each and every clause of the Agreement shall be deemed separate from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may be in violation, shall be deemed of no force and effect and unenforceable, without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions of the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE XXXII

FULLY-BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, unless specifically allowed by the terms of the Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ADDENDUM A

Changes to Health Plan

A. NETWORK PLAN OPTION

1. Medical

- a. A \$10.00 payment for doctor office visits which are for diagnostic purposes. This payment will not be counted towards the deductible in the "Out of Network" plan.
- b. In hospital stays are covered at 100%.
- c. All deductibles.
- d. 60/20 co-insurance requirement is waived.

2. Dental

- a. Preventative services are covered at 100%.
- b. Basic Dental services are covered at 100%.
- c. Major Dental services are covered at 70%.
- d. Orthodontic services are covered at 100% until age 19, within a lifetime maximum of \$3,500.
- e. Each member shall contribute \$10 per month toward Dental Health Plan Coverage. Such payments shall be made by automatic payroll deductions.

3. **Vision**

Same as present plan.

4. **Well Care**

a. 1 office visit every other month for babies during the first 18 months.

b. Routine immunization covered during the first 18 months with the \$10.00 office visit payment.

5. **Prescription Plan**

a. Generic prescription drugs at no cost.

b. Brand name prescription drugs at co-pay of \$5.00.

B. **“OUT” OF NETWORK PLAN OPTION**

1. **Medical**

a. \$200.00 deductible per person per calendar year.

b. \$400.00 deductible per family per calendar year.

2. **Co-Insurance**

Eighty (80%) percent of the first \$2,500.00 of eligible major medical expenses per person, per calendar year, thereafter 100% of eligible major medical expenses will be paid.

3. **Dental**

a. Preventative services are covered at 100%.

b. Basic Dental services are covered at 100%.

c. Major Dental services are covered at 70%.

d. Orthodontic services are covered at 100% to age 19, with a lifetime maximum of \$3,500.

4. **Vision**

Same as present plan.

5. **Prescription Plan**

a. Generic prescription drugs at no cost

b. Brand name prescription drugs at co-pay of \$5.00.

C. All other benefits and limits of coverage as described in current plan will remain in effect under both plans.

D. Both plans require pre-certification of all non-emergency hospital stays.

ARTICLE XXXIII

DURATION

A. This Agreement shall be in full force and effect as of January 1, 2003, and shall remain in effect to and including December 31, 2007, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Brigantine, New Jersey, as of this 26 day of June, 2004.

BRIGANTINE FIRE OFFICERS' ASSOCIATION

CITY OF BRIGANTINE ATLANTIC COUNTY, NEW JERSEY

By:

By:

Sworn and Subscribed to before Me this 28 Day of June, 2004

**LYNN SWEENEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 11, 2009**