

**AGREEMENT BETWEEN**  
**CITY OF BRIGANTINE,**  
**NEW JERSEY,**  
**AND**



**THE INTERNATIONAL ASSOCIATION OF**  
**FIREFIGHTERS**  
**FIRE OFFICERS LOCAL #2657**

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*January 1, 2014 – December 31, 2017*

*Exhibit A*

A friend's

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## Preamble

*THIS AGREEMENT* entered into this 15<sup>th</sup> day of October, 2015, 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 **International Association of Fighters, Local No. 2657**, duly appointed representative for all fire officers employed by the City of Brigantine Fire Department, hereinafter called the “**Association.**”





# 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 Official" 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. There shall be no discrimination by the parties hereto against an employee on account of race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer.
- B. There shall be no discrimination, interference, restraint, or coercion by the Employer or any of their representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain, or coerce any employees covered under this Agreement who are not members of the Union.

## 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.
2. 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 there under, 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 VII**

### **HOURS OF WORK**

- A. All employees covered by this Agreement, except EMT Instructor, Fire Official or Fire Inspector, assigned to those duties on a full time basis, 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 a four (4) week cycle. Each working shift begins at 8:00 A.M. and ends 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 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.
- E. 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 above.

F. Effect of Change to 24/72 Schedule

1. Pursuant to this Article, the parties have agreed to institute 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 XIII (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 holiday time may be used pursuant to the Article XII (Holidays) 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 XIV (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. At the employee's option, he may choose to be compensated in monetary form (overtime pay) or time off (compensatory time). Compensatory time off may be accumulated to a maximum of 480 (Four Hundred Eighty) hours at any time. Accumulated compensatory time may be carried over from calendar year to calendar year.
- E. Employees terminating their employment with the City shall be entitled to be paid for all overtime work accrued.
- F. Recalled 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.
- G. Overtime due to manpower shortage caused by a fire officer is to be offered to the fire officers on duty first; second to firefighters on duty; third to fire officers off-

duty; fourth to firefighters off-duty. There must always be a minimum of 1 fire officer on duty at all times.

- H. Overtime due to manpower shortage caused by a firefighter is to be offered to the firefighters on duty first; second to fire officers on duty; third to firefighters off duty; fourth to fire officers off duty. If a fire officer works overtime that is caused by a firefighter, then they shall be paid at the hourly rate of the top firefighter scale for hours worked, at the overtime rate.
- I. All quarterly command meeting attendance shall be compensated at the employee's overtime rate pursuant to Section D of this Article, but shall be paid as Compensatory Time up to the maximum allowed pursuant to section D of this Article.
- J. All water response (dive) team training shall be compensated at the employee's overtime rate pursuant to Section D of this Article, but shall be paid as Compensatory Time up to the maximum allowed pursuant to Section D of this Article.



# 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>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Lieutenant	\$105,457	\$105,457	\$107,566	\$109,717
Captain	\$118,112	\$118,112	\$120,474	\$122,884

All employees will receive retroactive pay back dated to July 1, 2015.

- B. All employees base salaries are listed above. An employee's annual salary equals an employee's base salary plus 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 salary differential between the rank of Firefighter/EMT and Lieutenant/EMT shall be 12%.
- D. The salary differential between the rank of Lieutenant/EMT and Captain/EMT shall be 12%.

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

# ARTICLE X

## FIRE PREVENTION

- A. Any member assigned to the Bureau of Fire Prevention on a part-time basis will receive an annual pay differential of three thousand (\$3,000.00) dollars, to be paid in the bi-weekly salary.
- B. Any member assigned to the Bureau of Fire Prevention on a full time basis and/or holding the title of Fire Official will be paid one rank higher than their current rank. If a Captain is assigned to the Bureau of Fire Prevention on a full time basis, and there is no other rank between Captain and Chief of the Department, he/she will receive a 12% increase in base salary.
- C. The Fire Official and any inspector(s) 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 AM to 5:00 PM. The actual schedule shall be set by the Chief. Employees assigned will have all the necessary licenses to perform inspections.
- D. There will be a maximum of 4 (four) part-time inspectors assigned to the Bureau of Fire Prevention.
- E. Assignments to the Fire Prevention Bureau will be at the Chief's discretion, with first consideration given to members who have signed a posted sign-up sheet. If no member signs up, the Chief may assign a Fire Officer with the necessary licenses.
- F. Members assigned on a full-time basis to the Bureau of Fire Prevention will not be required to report for duty on days when City Hall is closed. There will be no

charge to the employee's accrued vacation time or accrued compensatory time for such days off.

- G. Vacation time for members assigned full-time to the Fire Prevention Bureau shall be deducted from their vacation accrual on an hour-by-hour basis from the members accrued vacation time. For example, a Lieutenant accrues 12 working days of vacation (288 hours) annually.
- H. If at any time the City chooses to relocate inspections, the number of inspectors can be increased or decreased at the discretion of the City Manager or his designee.

# ARTICLE XI

## LONGEVITY

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

<u>Years of Service</u>	<u>Longevity Pay</u>
11th - 15th Year	\$2,800
16th - 20th Year	\$5,600
21st - 24th Year	\$8,400
25th – Final Year	\$9,400

All employees will receive retroactive pay back dated to July 1, 2015.

- B. Employees will retain longevity amount earned prior to January 1, 2015. After January 1, 2015, the employee will move to the new longevity scale or retain current amount, whichever is greater.
- C. Employees hired on or after January 1, 2015, shall not receive longevity pay.
- D. Longevity shall be computed from the employee's date of appointment and calculated and become effective on the employee's anniversary date.

## ARTICLE XII

### HOLIDAYS

- A. 1. Thirteen (13) holidays (comprising 168 work hours at the employer's hourly rate) have been included in the salary guide contained in Article IX as holiday pay.
- 2. 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.
- B. Employees covered by this agreement shall also be granted days off with pay as holidays, to be used in the same manner as vacations. Employees shall receive two (2) days to be used as holidays.

# ARTICLE XIII

## 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 Fire Officers shall accrue vacation days as follows:

### Lieutenants

### Working Days

After 1 year through 5 years

6 working days (144 hours)

After 5 through 15 years

12 working days (288 hours)

16 years and over

13 working days (312 hours)

### Captains

### Working Days

After 5 through 15 years

13 working days (312 hours)

16 years and over

14 working days (336 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.
- F. Employees will have the option to sell back up to two (2) vacation days annually which will be paid on the first pay in January of the following year. Employees will be required to notify their OIC by December 1st of their intention to sell back vacation days. The Fire OIC will notify, via e-mail, the payroll director with the name of the individual and the number of days they will be selling back to the City.
- G. Employees who are called back to work while on vacation shall be compensated at two (2) times the employee's regular rate of pay in addition to the employee's regular day's pay.



## **ARTICLE XIV**

### **PERSONAL DAYS**

- A. All bargaining unit personnel shall enjoy one (1) personal 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.
- C. Employees will have the option to sell back up to one (1) personal day annually which will be paid the first pay in January of the subsequent year.

## ARTICLE XV

### 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 in calendar year of employment and fifteen (15) working hours per month in calendar years two (2) through ten (10). Sick leave shall accrue at the rate of ten (10) hours per month in calendar years eleven (11) through every calendar year of employment thereafter. Sick leave 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 five (5) consecutive days (120 hours) taken for any reason, or after ten (10) days (240 hours) taken for any reason within any one (1) calendar 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. Employees who use 24 hours or less in any given calendar year will be granted a bonus payment of 24 additional holiday hours payable in the first pay of January of the subsequent year.

## **ARTICLE XVI**

### **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 and the New Jersey Family Leave Act.

## ARTICLE XVII

### TERMINAL LEAVE

- A. An employee, or his beneficiary, shall be reimbursed for accrued and unused sick time at the time of retirement or death, in accordance with the following:
1. Employees hired prior to May 22, 2010, will be capped at the greater of \$50,000 or the dollar value of the employee's accrued sick time as of January 1, 2015.
  2. Employees hired on or after May 22, 2010 shall have their terminal leave payment capped at \$15,000.
  3. If the employee chooses to use his terminal leave, they shall be compensated for 100% of accrued time while on terminal leave.
- 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. An employee may also become eligible for the terminal leave benefits enumerated in Section A of this Article if the employee is eligible and approved for disability retirement under the guidelines of the State of New Jersey Pension System, or upon the death of the employee, regardless of length of service.
- 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 XVIII

### 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 report said injury may result in the failure of the employee 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 offer "Light Duty" to the employee when such duty is available on the employee's scheduled days from the hours of 8:00am to 5:00pm, providing the assignments are Fire Departmental related duties.
- 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 XIX**

### **FUNERAL LEAVE**

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay for up to two (2) working days. One (1) additional day shall be granted in the event of the death of an employee's spouse or child. Such additional days must be utilized within twenty (20) days of the day of death and need not be consecutive.
- B. The term "immediate family" shall include spouse, child, step-child, grandparent, parent, step-parent, brother, sister, step-sibling, spouse's parent, grandchild or any other relative living in the employee's household.
- C. Funeral leave may be extended, using the employee's accrued time, beyond the above stated periods at the sole discretion of the Fire Chief or the City Manager..
- D. Day of Funeral will be granted for employees scheduled to work to attend funeral of brother-in-law, sister-in-law and spouse's grandparent.

## ARTICLE XX

### GENERAL LEAVE

- A. Employees required to serve on jury duty will be granted leave without loss of pay, in accordance with State Statute. The employee is required to return to work after being dismissed for the day, provided they are not required to return to jury duty the next day.
- 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 XXI

### 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. Each employee shall receive an annual "shoe allotment/clothing maintenance allowance" in the amount of (\$1,075.00) during the term of 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.
- F. The clothing allowance will be paid in full to a member who retires on or after July 1 of the calendar year of his retirement. If the employee retires prior to July 1 , the clothing allowance shall be pro-rated at a rate of \$75 (seventy five dollars) per month, for every month worked in the calendar year of his retirement, and paid no later than the first pay period in June.

## ARTICLE XXII

### HEALTH INSURANCE

- A. All bargaining unit employees shall continue to receive the medical and prescription coverage as provided by the policies of the Horizon Blue Cross Blue Shield of New Jersey. A copy of the plan is attached hereto as Exhibit "A".
- B. The City agrees to continue covering all bargaining unit employees with the present Dental and Optical plan as administered by Amerihealth. Orthodontic services are covered at 100% until age 19, with a lifetime maximum of \$3,500.00.
- C. The City has the right to change insurance providers or carriers so long as the equivalent or better benefits are provided. If the City decides to change providers or carriers, it shall give the Association a minimum of thirty (30) days advance notice and an opportunity to discuss the City's decision with the City. The Association shall also have the right to appeal the City's decision to the Public Employment Relations Commission.
- D. Bargaining unit employees shall become eligible for the above insurance coverage after completing 60 days of employment.
- E. 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-six or ceases to be dependent of the surviving spouse, whichever occurs first.

## **ARTICLE XXIII**

### **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 XXIV

### 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 XXV

### 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 XXVI

### 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 a portable radio. Each employee shall provide reasonable care for his portable radio.

2. a. When the portable radios 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 portable radios are activated. The City is not and shall not place any restrictions or requirements on the employee with respect to utilization of the portable radios 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 XXVII

### EMERGENCY MEDICAL TECHNICIANS

A. 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 of 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 XXVIII**

### **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 XXIX

## 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 XXX

## 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 a Fire/Emergency Services Field.
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 Science Library.
  2. The City will pay twenty dollars (\$20.00) for each credit hour earned towards a degree in a Fire/Emergency Services Field, to a maximum of twenty four hundred dollars (\$2,400.00) to be added to his salary. Credits received for attendance at the Fire Academy will not be eligible for compensation until the employee earns a degree.
  3. Any employee who receives or has received a Master's Degree in a Fire/Emergency Services Field shall receive an additional one thousand dollars (\$1,000.00) added to his salary, but shall pay their own tuition and books.
  4. The employee shall provide the City with a copy of the degree or certificate, which shall be placed in the employee's personnel file.
  5. Upon receipt of certification, the employee shall provide the City with a copy of the certificate which shall be placed in the employee's personnel file.

6. 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.
  7. Any employee who receives Fire Fighter II shall receive an additional \$300 per year added to base salary.
  8. The City agrees to reimburse the cost of tuition for any employee who receives a Fire Fighter II certification.
- B.
1. Any member who attends training at the Atlantic County Fire Academy while off duty will be paid compensatory time at the regular rate for the hours of the class. No time will be paid for travel to and from the class.
  2. Any member scheduled to work during a training class will be granted release time to include travel time for the training class. Member is required to return to work at the conclusion of the training class.
  3. If said release time causes an overtime situation, then any member working said overtime will be paid as compensatory time at the overtime rate for the hours worked.
  4. The Fire Chief or training officer will post the Atlantic County Fire Academy training schedule at the beginning of each semester with a list of the approved classes. The approved class list will be posted in the training/conference room. Members will not be allowed to take courses, in which they have already earned certificates, for a term of 3 years, unless required to maintain certification. Live Burns will not be included in 3 year limitation.



Classes at any other training facility will need approval from the Fire Chief, or training officer, and will be reimbursed pursuant to this Article.

## ARTICLE XXXI

### 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 XXXII

### ACTING OUT OF TITLE

A. Assignments of employees to higher ranking positions because of a position vacancy due to extended leave for reasons such as disability, leave of absence, or termination shall be compensated at a higher rank's rate of pay when:

1. Such assignment in a particular position, except as provided in paragraph 3a of this Article occurs for more than eight (8) consecutive tours of duty. On the following tour of duty, (9<sup>th</sup> tour), the assigned employee will receive compensation to the rank being filled or the position becomes occupied in some other manner.

2. After a job vacancy exists for eight (8) consecutive tours of duty, the employee assigned to that position shall receive the next higher rank's rate of pay with the commencement of the ninth (9) tour of duty and will not be retroactive.

3. Time spent as acting out of title will count toward future promotion eligibility.

a. This provision is not applicable to temporary assignments caused by vacations, holidays, personal days or short-term illnesses of less than eight (8) consecutive tours.

b. Assignments of out-of-title work shall be made at the discretion of the Fire Chief, or his designee, with the approval of the City Manager and shall be determined by the current promotional list, which will be kept current and active at all times, provided the employee has the skill and ability to perform the assignment.

c. Employees offered assignments out of their rank may refuse them in writing, but such a refusal may be considered a refusal to perform out of title duties for a period of two (2) years. All assignments shall be recorded by the Fire Chief, or his designee, and reported to the City Manager.

## **ARTICLE XXXIII**

### **FF/EMT Instructor Education and Training Officer**

- A. The Firefighter/Fire Officer-EMT/EMT Instructor/CPR instructor shall receive an annual pay differential of \$2,100.00 to be paid in the bi-weekly salary. In order to be eligible for this payment, members must be certified as both CPR Instructor and EMT Instructor. The cost for the education process shall include the following:
1. Payment to the employee at one and one-half (1-1/2) times the employee's regular hourly rate of pay for off-duty time spent in class.
  2. Release time from work for the purpose of attending required classes for certification.
  3. Provide for the use of a City vehicle to and from classes.
- B. The Fire Chief will appoint a Training Officer who will be responsible for overseeing and scheduling all training requirements within the Fire Department.
1. The Training Officer shall be certified at a minimum as a Level II Fire Instructor with the New Jersey Division of Fire Safety.

## ARTICLE XXXIV

### 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 XXXV**

### **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.

**ARTICLE XXXVI**

**DURATION**

A. This Agreement shall be in full force and effect as of January 1, 2014, and shall remain in effect to and including December 31, 2017, 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 15 day of October, 2015.

**INTERNATIONAL ASSOCIATION**

**OF FIREFIGHTERS**

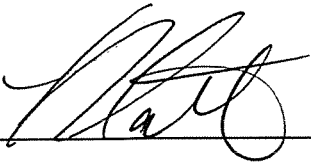
**FIRE OFFICERS**

**LOCAL NO. 2657**

**CITY OF BRIGANTINE**

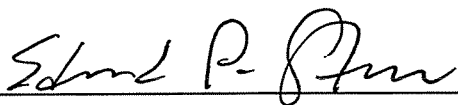
**ATLANTIC COUNTY, NEW JERSEY**

By:

  
\_\_\_\_\_

President

By:

  
\_\_\_\_\_

City Manager

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PFC