

A-1011 IC

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

CITY OF ATLANTIC CITY

AND

ATLANTIC CITY PROFESSIONAL FIRE FIGHTERS
IAFF LOCAL 198

EFFECTIVE

JULY 1, 2022 THROUGH DECEMBER 31, 2025

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TABLE OF CONTENTS

ARTICLE 1 - PURPOSE	4
ARTICLE 2 - INTERPRETATION.....	5
ARTICLE 3 - GRIEVANCE PROCEDURE.....	7
ARTICLE 4 - DUES CHECK-OFF.....	11
ARTICLE 5 - EMPLOYEE REPRESENTATION	13
ARTICLE 6 - NON-DISCRIMINATION.....	14
ARTICLE 7 - MANAGEMENT RIGHTS.....	15
ARTICLE 8 - DUTIES OF OFFICERS.....	16
ARTICLE 9 - SAVINGS CLAUSE.....	17
ARTICLE 10 - STRIKES	18
ARTICLE 11 - BULLETIN BOARDS.....	19
ARTICLE 12 - UNION RELEASE TIME.....	20
ARTICLE 13 - WORK SCHEDULE.....	23
ARTICLE 14 - OVERTIME PAY.....	25
ARTICLE 15 - CLOTHING ALLOWANCE.....	28
ARTICLE 16 - LEAVES	29
ARTICLE 17 - VACATION	36
ARTICLE 18 - ACTING OUT OF TITLE	40
ARTICLE 19 - HOLIDAYS	45
ARTICLE 20 - PAY SCALE	46
ARTICLE 21 - TRANSFERS AND ASSIGNMENTS	50
ARTICLE 22 - HEALTH AND SAFETY.....	53

ARTICLE 23- PERSONNEL COMMITTEE.....	54
ARTICLE 24 - EXCHANGING TIME.....	55
ARTICLE 25 - NEW EMPLOYEES.....	56
ARTICLE 26 - SUSPENSIONS & FINES.....	57
ARTICLE 27 - HEALTH BENEFITS.....	59
ARTICLE 28 - PHYSICAL FITNESS EQUIPMENT.....	65
ARTICLE 29 - FIREHOUSE EQUIPMENT.....	66
ARTICLE 30 - GRANT COMMITTEE.....	67
ARTICLE 31 - WITHDRAWAL OF LAWSUIT, PERC FILINGS & UNION WAIVER.....	68
ARTICLE 32 - ENTIRE AGREEMENT.....	72
ARTICLE 33- DURATION OF CONTRACT.....	73

ARTICLE 1

PURPOSE

This Agreement is entered into pursuant to the provisions of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. to promote and ensure harmonious relations, cooperation and understanding between the City and the employees; to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interests of the people of Atlantic City and its employees and the City of Atlantic City (hereinafter "the City").

ARTICLE 2

INTERPRETATION

A. It is the intention of the parties that this Agreement be construed in harmony with the rules and regulations of the Civil Service Commission, Chapter 303 of the Laws of 1968, the Statutes of the State of New Jersey, and the Ordinances of the City of Atlantic City, and the rules and regulations of the Fire Department of the City of Atlantic City to include Standard Operating Procedures. The parties agree that any and all revisions to the rules and regulations or Standard Operating Procedures shall be reviewed by the City's legal counsel to ensure that the revisions are not in conflict with this agreement.

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

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

D. Should the City or State decide that employees in the Union's bargaining unit shall be trained and/or required to provide

ARTICLE 3

GRIEVANCE PROCEDURE

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

B. Procedure:

STEP 1 - A Grievance Must be filed with the Union by the employee and reviewed by Union Grievance Committee. The Union Grievance Committee shall screen and study all grievances within thirty (30) days of their receipt to determine whether same has or lacks merit. This process occurs within the same thirty (30) days as Step 1. Such processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Union. Upon finding merit, the Union Grievance Committee shall present written confirmation of such determination to the Chief of the Department, with the request that the Chief of the Department investigate and resolve same.

STEP 2 - Filing Requirement. A grievance must be filed with the Union and a copy of same provided to the Chief of the Department and the Business Administrator within thirty (30) days of its occurrence or the time when the aggrieved should have known about

it, or it shall be deemed abandoned. All grievances shall be in writing, as shall all responses to them by the City. Grievances must reference the contract article that is alleged to have been violated, with a brief description and relevant documentation must be provided with the grievance. If not based on a contract violation, the employee must provide a brief description as to any action or non-action taken towards him/her, which violates any right arising out of his/her employment. The Union may file grievances on behalf of its membership and shall adhere to the requirements of the grievance procedure described herein.

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

STEP 4 - Review by the Business Administrator. In the event the parties are unable to resolve the grievance at the Third Step, either party may, within fifteen (15) days, refer the matter to the Business Administrator for his/her investigation and resolution. The Business Administrator may designate an individual in his/her stead to hear and resolve grievances presented. The Union shall be provided timely notification of such

individual's identity by the Business Administrator. The Business Administrator, or his/her designee, shall have fifteen business (15) days within which to answer the grievance after his/her receipt of grievance referral.

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

for the purpose of disposing of any grievance or arbitration matter. The arbitrator shall not be empowered to add or to subtract from this Agreement or render any decision in conflict with this Agreement.

C. Time Limitations: Time extensions may be mutually agreed to by the City and the Union. The agreed upon time extensions must be in writing and made before the expiration of the above timelines.

ARTICLE 4

DUES CHECK-OFF

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

B. Any employee who is not a member of the Union may pay a representation fee in lieu of dues for services rendered by the Union. If the employee consents to pay, such representation fee shall be paid and administered pursuant to the requirements of New Jersey law and, in no event, shall such representation fee exceed 85% of the regular membership dues, fees, and assessments.

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

(2) The employee payroll checks shall be direct deposited on paydays prior to twelve hundred (1200) hours. In addition, any Union related payroll deductions shall be directly deposited with the Atlantic City Fire Fighters Union and made available on paydays prior to twelve hundred (1200) hours.

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

ARTICLE 5

EMPLOYEE REPRESENTATION

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

ARTICLE 6

NON-DISCRIMINATION

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

ARTICLE 7

MANAGEMENT RIGHTS

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

ARTICLE 8

DUTIES OF OFFICERS

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

ARTICLE 9

SAVINGS CLAUSE

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

ARTICLE 10

STRIKES

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

ARTICLE 11

BULLETIN BOARDS

A. The City shall permit use of bulletin boards, located in the respective facilities by the Union, for the purpose of posting notices concerning Local 198 business and activities.

B. All such notices shall be signed by the President or other authorized officer of the Local.

C. Such bulletin boards shall be secured by lock and key, with a copy of each key provided to the Union President. The Union shall be authorized to make copies of each key, provided that such keys remain in the possession of the Union's President or other officer, representative, or agent of the Union.

ARTICLE 12

UNION RELEASE TIME

A. The President, Vice-President, Secretary/State Delegate, Treasurer, Sergeant At Arms and officers of the State Association and members of the State Association Committees, shall receive relief from duty with full pay to conduct contract negotiations, attend regular monthly scheduled local union meetings and regular monthly meetings of the State Association, attend conventions of the I.A.F.F., attend conventions of the State Association of Firefighters and AFL-CIO, and seminars involving Union business. With respect to grievance negotiations, a maximum of three (3) of the above bargaining unit members will not be assigned a shift the day or night of the grievance negotiations. Any of the above listed bargaining unit members who are released for these reasons will not be assigned a shift the day or night of the event triggering the union release time.

B. The member requesting relief must send notice to the Chief in writing in a format approved by the Business Administrator at least twenty-four (24) hours in advance of the time requested. However, if the meeting is scheduled by the City/State less than twenty-four (24) hours in advance, the above notice is not required. The notice shall state the matter and location of the business. The Chief shall advise the Business Administrator of the request.

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

D. Firefighters attending conventions and seminars pursuant to this Article must provide proof of attendance acceptable to the Chief.

E. In addition to the Union Release Time set forth in this Article, the Union President with the approval by the Chief, may use vacation time, one hour at a time, for Union business.

F. The Union President shall be granted twenty (20) hours of release time from duty per week with pay in which to conduct Union Business. Any unused hours may be carried into the following weeks.

G. Employees who are on Union release time on their impact day and thus unable to work his or her impact time, shall not be required to work an additional impact day.

H. The Local President and the Local Vice President shall both be supplied with new radios, new batteries, extra batteries, and charger by the City. Once issued, the Union will be responsible for any lost or damaged equipment and must notify Fire Administration via Form 20 of any issues that may arise with the function of this equipment.

I. Union Business:

In addition to the local president, leave from duty with full appropriate pay shall be granted to two (2) members of the Local's Negotiating Committee who attend meetings between the City and the Union for the purpose of negotiating the terms of the contract, provided the employee is scheduled for duty at the time of the meeting. Any bargaining unit member who is released for these reasons will not be assigned a shift the day or night of the meeting.

J. Any member who is an Officer or Chairperson of the State Association or State Association Committee shall be granted time off for 24-hour periods, for any required state meetings and/or to fulfill his/her duties. This time off is not charged to local pool days.

ARTICLE 13

WORK SCHEDULE

A. A shift is defined as twenty-four (24) hours for Fire Suppression, and eight (8) or ten (10) hours for Fire Staff Personnel.

B. Fire Suppression

Fire Suppression has four (4) platoons that work forty-eight (48) hours a week. The fire suppression work shift begins at 8:00 am and concludes at 8:00 am the following day. Each platoon shall work the following schedule:

One shift (24 hours) on duty, followed by one shift (24 hours) off duty, followed by one shift (24 hours) on duty, immediately followed by five (5) days (120 hours) consecutive off duty. Fire suppression employees will be assigned to one 24-hour impact shift for an average of one impact day every 28 calendar days.

C. Fire Administration Staff and Fire Prevention

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

1. Staff personnel shall work either five (5) days of duty, eight (8) hours each day (Monday-Friday), or four (4) days of duty, ten (10) hours each day.

2. If a staff member works a four (4) day work week, ten (10) hours each day, the member shall be assigned one (1) day off during the normal five (5) day work week. The day off shall be determined by the member's platoon commander.
3. Celebrated holidays that fall during the four (4) day work week of staff who have a four (4) day work week schedule shall automatically be the assigned to the normal day off for every member of assigned to staff functions who have the four (4) day work week schedule. For instance, if a member works Monday, Tuesday, Wednesday, and Friday with Thursday off and a holiday falls on that Friday; then the member would be assigned Friday as their day off.
4. The City maintains the right to temporarily assign staff personnel to fire suppression.

ARTICLE 14

OVERTIME PAY

All bargaining unit members work on a twenty-four (24) day work cycle and will receive overtime in accordance with Section 207(k) of the Fair Labor Standards Act and 29 C.F.R Part 553.230, wherein they are entitled to overtime pay for hours worked in excess of 182 hours during the twenty-four (24) day work cycle, and, until that threshold is exceeded, all pay earned for time worked in addition to the employee's regular duty tour shall be paid at the employee's normal rate of pay which is defined and calculated here and elsewhere in this agreement by dividing the employee's salary by the number of hours in the employee's work year.

A. Types of Overtime

When a firefighter is called back to duty, he/she shall receive a minimum of four (4) hours overtime pay, computed as follows:

1. For a general alarm or emergency, at the prevailing rate.
2. For other such order or assignment, on the basis of the applicable normal work week.
3. Emergency Holdover: If an employee works through his/her normal shift change or through a previous

emergency or through an emergency holdover, he/she will only be compensated on an hour for hour basis.

4. General Alarm or Emergency - When a firefighter is called back to duty, he/she shall receive a minimum of four (4) hours overtime pay.

5. Off Duty Appearances - Members appearing for other such order or assignments regarding a duty related matter on a scheduled day off. Member is entitled to minimum four (4) hours overtime and must remain on site for the entire four (4) hours.

B. Computation of Overtime

1. Overtime shall be computed at the rate of one and one-half (1-1/2) times the employee's normal rate of pay including legacy pay.

2. All overtime payable in monies shall be paid during the appropriate pay period.

3. Rotation of overtime assignments shall be in compliance with existing department orders. The Union shall have access to the records of overtime to ensure that there is a fair distribution of assignments.

4. The City shall comply with the Fair Labor Standards Act.

5. In addition, the City shall send a report detailing the use of overtime for the entire Department to the Union on a quarterly basis.

6. When an apprentice firefighter is hired by the city, they shall not be assigned overtime for the first six months unless there is an emergency. After the six months, they then will be allocated the highest number of overtime hours on their platoon or division to ensure that overtime hours are properly distributed on the platoon.

7. Fire Fighters who are promoted to Captain, Battalion Chief or Deputy Chief, will be placed at the highest number of overtime hours on their platoon or in their division. This is to ensure the rotation continues for equal distribution of overtime.

8. Neither sick leave nor leaves of absence shall count as hours worked for overtime purposes in accordance with 29 C.F.R. Part 778.218(d)

ARTICLE 15

CLOTHING ALLOWANCE

A. Commencing on January 1, 2023, the City shall, upon hire, issue to all new personnel all required uniforms and wet goods clothing allowance to all new personnel within thirty (30) days after a class has graduated from the academy.

B. Commencing in 2023 Apprentice Firefighters beginning with year two (2) of employment through year six (6) shall receive a \$575.00 clothing allowance per year. Commencing in 2023 Firefighters beginning with year seven (7) of employment and thereafter shall receive a \$375.00 clothing allowance per year. Commencing in 2023 all other ranks shall receive \$175.00 clothing allowance per year.

C. The City shall be responsible for replacing uniforms and wet goods damaged, destroyed, or contaminated in the line of duty. The City shall bear the cost for uniforms in the event of changes to the official uniform. Bargaining unit members shall be responsible for all other items.

ARTICLE 16

LEAVES

1. Sick Leave:

a. "Sick leave" is hereby defined to mean an absence from the post of duty by a bargaining unit member, due to illness, accident, injury, disability, and/or exposure to contagious disease or the necessity to attend to and care for an ill member of his or her immediate family. The term "immediate family" for the purposes of this Article shall include the following; a) spouse; b) parent; c) step-parent; d) child; e) step-child; f) foster child; and g) any other relative residing in the bargaining unit member's household.

2. Sick Leave - Entitlements:

a. Sick Leave shall be taken in twelve (12) hour increments for fire suppression personnel working twenty-four (24) hour shifts and eight (8) or ten (10) hours for fire prevention/staff depending upon the shift they are working. After

calling out sick for ninety-six (96) consecutive hours, a member must obtain a doctor's note.

b. Employees hired prior to July 1, 2019, shall accrue one hundred forty (140) working hours sick leave per year, to be cumulative from year to year.

c. Employees hired on or after July 1, 2019, shall accrue one hundred and sixteen (116) working hours sick leave per year, to be cumulative from year to year.

d. Beginning January 1, 2023, all fire personnel hired after July 1, 2019 will receive four (4) additional hours of sick leave for a total of one hundred and twenty (120) working hours per year, to be cumulative from year to year, and shall be prorated during the employee's first year of service on a monthly basis from date of hire until December 31 of the year that the employee is hired.

e. Beginning January 1, 2023, all fire personnel hired before July 1, 2019 will receive four (4) additional hours of sick leave for a total of one hundred forty-four (144) hours of sick leave per year, to be cumulative from year to year.

f. Effective January 1, 2024 all fire personnel will receive twenty-four (24) additional hours of sick leave. Fire personnel hired prior to July 1, 2019 will then have a total of one hundred sixty-eight (168) hours of available sick leave per year, to be cumulative from year to year. Fire personnel hired on

or after July 1, 2019 will then have a total of one hundred forty-four (144) hours of available sick leave per year, to be cumulative from year to year.

g. Effective January 1, 2025, all fire personnel will receive twenty-four (24) additional hours of sick leave. Fire personnel hired prior to July 1, 2019 will then have a total of one hundred ninety-two (192) hours of available sick leave per year, to be cumulative from year to year. Fire personnel hired on or after July 1, 2019 will then have a total of one hundred sixty-eight (168) hours of available sick leave per year, to be cumulative from year to year.

3. Sick Leave Incentive:

a. Beginning January 1, 2020, sick leave use will be assessed for incentives to be paid the following year. On or before January 31, employees shall be paid the following incentives for curtailing sick leave use in the prior calendar year:

Sick Leave Used per Calendar Year	Incentive Amount
0 hours	\$1,000
1-12 hours	\$700.00

4. Illness and Injury:

a. In the event that an employee suffers an illness or injury in the line of duty, in the course of employment, or as a result of his/her employment, he/she shall be compensated consistent with the New Jersey laws governing Worker's Compensation. Further, employees shall be paid 100% of their salaries when they are absent from work due to an on-the-job injury for a period not to exceed one year.

b. Each year the City or its designate shall make available to each member of the Fire Department a current record of sick and injured days taken and the accumulated balance, if any. This record shall be made available with the annual withholding statements.

5. Terminal Leave Payouts:

Terminal leave payouts of accrued sick leave time shall not exceed \$15,000.00. In the event of the death to a member of the Fire Department, the City shall pay the total sum of all banked leaves in full.

6. Funeral Leave:

a. Up to one-hundred-twenty (120) hours for Fire personnel working twenty-four (24) hour shifts and up to fifty (50) hours for all other employees, at the discretion of the employee, shall be granted in the event of the death of a member of the immediate family or domestic or civil union partner of a firefighter. Immediate family shall include spouse, mother, father, sister, brother, child, mother-in-law, father-in-law, grandparent, grandchild, step-mother, step-father, step-sibling, step-children and foster children. Up to seventy-two (72) hours for Fire Suppression employees working 24 hour shifts, up to thirty (30) hours for employee working ten (10) hour shifts, and up to twenty-four (24) hours for employees working eight (8) hour shifts, at the employee's discretion, shall be granted for any other related member of the employee's household. Funeral leave will begin on the date of death, date of the funeral, or on any date in between, at the discretion of the employee.

b. Leave of twenty-four (24) hours for fire suppression employees working 24 hour shifts, ten (10) hours for employees working 10 hour shifts, and eight (8) hours for employees working eight (8) hour shifts shall be granted for the death of any other blood relative and for the death of a brother-in-law, sister-in-law, cousin, and grandparents of firefighter's spouse. The day's

leave shall be given for either the date of death or the funeral day. Funeral leave will begin on the date of death, date of the funeral, or on any date in between, at the discretion of the employee.

c. If a firefighter is on an approved leave other than funeral leave and the death occurs of an individual referenced in subsections 1 or 2 above, the firefighter may elect to convert the other leave to funeral leave. If the firefighter elects to convert the other approved leave to funeral leave, the firefighter will not be charged for the other approved leave until and unless the funeral leave is exhausted.

d. Travel time of forty-eight (48) hours for fire employees shall be granted to any member for an approved leave, as per subsection 1 and/or 2 above, who must travel more than two hundred fifty (250) miles round-trip to the funeral or viewing. For the purpose of this provision, two hundred fifty (250) miles will be calculated by means of vehicular travel utilizing Google Maps or a similar internet website mutually agreed upon by the parties.

7. Family and Medical Leave:

The City will comply with its obligations under the Family Medical Leave Act, 29 U.S.C. 2601, et seq., the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq. and the New Jersey Paid Family

Leave Act, N.J.S.A. 43:21-39-1 et seq. in accordance with the City's personnel policies.

8. Limitations on Leaves:

No leave of absence or combination of leaves of absence for any cause whatsoever shall exceed 1 year. In the case of continuous absence for more than 1 year such employee, the City may seek termination in accordance with Civil Service Rules and Regulations.

ARTICLE 17

VACATION

A vacation day is considered as twenty-four (24) hours for fire suppression members, and eight (8) or ten (10) hours for fire prevention or fire staff depending on the employee's schedule.

Vacation shall be granted during the calendar year. Selection for vacation period shall be based on seniority and rank by shift level. In this regard it is understood and agreed that there shall be reduced vacation available on the following days:

- New Year's Eve Day
- New Year's Day
- Memorial Day
- Air Show Days (known at the time of vacation picks)
- Summer Concert Dates (known at the time of vacation picks)
- Saturday before Labor Day
- Sunday before Labor Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day

The parties agree to further negotiate vacation availability on these dates.

Fire Personnel:

Beginning January 1, 2024, fire personnel hired before July 1, 2022 shall receive two (2) additional twelve hour days of vacation leave. Beginning January 1, 2025, fire personnel

hired before July 1, 2022 shall two (2) additional twelve hour days of vacation leave.

Vacation Leave Guide:

Vacation leave shall be granted in accordance with the following guide, which reflects the additional vacation hours delineated in paragraph C above:

		2022 and 2023 12 Hr Days	2024 12 Hr Days	2025 12 Hr Days
Firefighter hired on or after 7/1/2022				
	Up to 1 year, prorated per month	12	12	12
	After 1 year up to 10 years service	13	13	13
	After 10 years, up to 20 years service	16	16	16
	After 20 years service	24	24	24
Firefighter hired after 1/1/2012 but before 7/1/2022				
	After 1 year up to 10 years service	13	15	17
	After 10 years, up to 20 years service	16	18	20
	After 20 years service	24	26	28
Firefighter hired before 1/1/2012		28	30	32

Captains				
	Hired before 1/1/2012	32	34	36
	Hired after 1/1/2012			
	but before 7/1/2022	22	24	26
	Hired on or after 7/1/2022	22	22	22
Battalion Chief				
	Hired before 1/1/2012	36	38	40
	Hired after 1/1/2012			
	but before 7/1/2022	26	28	30
	Hired on or after 7/1/2022	26	26	26
Deputy Chief				
	Hired before 1/1/2012	40	42	44
	Hired after 1/1/2012			
	but before 7/1/2022	26	28	30
	Hired on or after 7/1/2022	26	26	26

Employees on an 8-hour schedule receive 8 hours vacation for each 12-hour day.

Employees on a 10-hour schedule receive 10 hours vacation for each 12-hour day.

Employees on a 24-hour schedule receive 12 hours vacation for each 12-hour day.

Note: for the purpose of the above chart

1. Captain also refers to fire inspector, air mask technician, and maintenance repair personnel;
2. Battalion Chief also refers to assistant fire inspector; and
3. Deputy Chief also refers to fire official
 - a. Any newly-created title, or title not otherwise listed above, shall receive paid vacation equal to the allowance

received by the most comparable of the titles set forth in this Article (Article 17).

4. Further, the implementation of this guide shall not affect the vacation time of non-fire suppression personnel designated as Captain, Battalion Chief, or Deputy Chief that was allotted in 2021 for 2022, or allotted in 2022 for 2023.

5. It is the intent of this Article to assure personnel covered by this Agreement that they will receive the maximum amount of actual vacation days to which they are entitled. The City will follow past practice regarding vacation leave payout. Days that are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation days.

6. In the event a member is permanently transferred from fire suppression to prevention or staff, or alternatively from prevention or staff to fire suppression, the member's vacation leave shall be reduced or increased in accordance with the Vacation Leave Guide in paragraph D., above.

7. It is recognized and agreed that employees shall no longer receive personal days, which have been incorporated into the Vacation Leave Guide in paragraph D., above.

ARTICLE 18

ACTING OUT OF TITLE

1. Class A: Any out-of-title position created due to retirement, extended illness, injury, death or military call-back, which will be vacant for a minimum of ninety (90) calendar days, will be paid on a per diem rate of the out-of-title position and all Class A officers will receive all benefits of the out-of-title position. Once an officer is assigned out of title, and performs in that capacity, the officer shall be compensated at the higher rate of pay.

2. Regulations for Class A: In the event an employee is assigned to act out-of-title, he/she shall be selected from an existing promotional list of eligible employees. In that instance, the highest-ranking person on the list shall be placed in the vacancy. If no existing list is current, such employee shall be selected from the rank next preceding the vacated position. The employee must possess the certifications required by Civil Service and applicable state statutes for the position to be eligible. Assignment in Class A out-of-title shall be rotated on a cycle of six (6) months, distributing such assignments equitably among the senior qualified personnel on the following basis:

a. A roster of those eligible for higher rank assignments shall be maintained. A daily log shall be kept and shall be the responsibility of the personnel officer or his/her designate, indicating assignments to higher ranked positions. Each calendar quarter, it will be made available to the parties to this Agreement to ascertain whether there has been an equitable distribution of assignments. Adjustments shall be made in the next calendar quarter by making more assignments to those who served or had the opportunity to serve the least number of days for the preceding quarter.

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

c. If there is an existing Civil Service promotional list relative to the out of title position, the number one person on the list shall be placed in the vacancy. In the event of a two-part promotional examination, in which an interim list is issued, only personnel on the interim list will be deemed "qualified" to act out-of-title in the higher position.

d. In the event of refusal of assignment, the most junior eligible person must perform the higher ranked assigned.

All refusals shall be reported to and recorded by the Chief of his/her designate.

e. The Fire Chief and the Mayor shall take steps to maintain promotional opportunities by obtaining, for Fire Department personnel periodic Civil Service Commission qualifying examinations for higher ranks and by declaring job vacancies as they occur.

3. Class B: This position is any temporary out-of-title position caused by vacation, sickness, injury, military leave, funeral leave or emergency leave that is expected to be less than ninety (90) calendar days. Any person covered by this Agreement who is requested to accept the responsibilities and carry out the duties of a position or rank above that which he/she normally holds, shall be paid at the rate of the higher position or rank while so acting.

4. Regulations for Class B:

a. Any person who is assigned to the higher position will be paid for the days or hours he/she worked in the higher position, excluding days off.

b. The person assigned will be paid the difference in the hourly rate of the out-of-title position.

c. Acting Captain will be performed by journeymen firefighters in the same company, if possible.

d. Acting Battalion Chief will be performed by Captains on the same platoon.

e. Acting Deputy Chief will be performed by Battalion Chiefs on the same platoon.

f. If there is an existing Civil Service promotional list, only personnel on the list will act out-of-title in the higher position. In the event there is no individual on the list permanently assigned to a Company, pursuant to Civil Service Commission Regulations, personnel on the list will be reassigned to the out-of-title position to perform the acting out-of-title duties. If there is no Civil Service promotional list, then the acting out-of-title position will be performed by a journeyman assigned by seniority. In the event of a two-part promotional examination, in which an interim list is issued, only personnel on the interim list will be deemed "qualified" to act out-of-title in the higher position.

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

h. The reason for the differential is that the responsibility assumed by the individual acting in the higher title is not adequately compensated. The reason for this is that they

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

ARTICLE 19

HOLIDAYS

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

ARTICLE 20

Pay Scale

1. A firefighter who fails an apprenticeship test, either the first, second or third year apprenticeship tests, shall remain at the step that they were at until they pass the test.

2. A Committee shall be developed by the parties creating an Apprenticeship Test Committee consisting of representation selected by the Local and the City/Chief.

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

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

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

6. Firefighters on military leave shall be entitled to take the apprenticeship examination upon their return to work, at the request of the firefighter shall receive the higher salary rate retroactive to the date of his/her return to work.

7. For the purposes of step advancement, each step of the firefighter guide is representative of one (1) year of service, and firefighters who are entitled to step increases will move one (1) step on the guide on the anniversary date of their employment (i.e. move to the next highest level of pay).

8. Along with step advancement that will be made to eligible employees on their anniversary date for the duration of the contract, pay raises commensurate with the employee's current step will be issued on January 1st of each year.

9. Effective July 1, 2022, the salary for all bargaining unit members, inclusive of holiday pay, shall be as follows:

	2022	2023	2024	2025
Deputy Chief	166,081	168,416	172,392	177,000
Battalion Chief	146,129	148,563	152,759	158,000
Captain	128,948	131,468	137,744	143,000
Fire Fighter				
Step 22	121,900	124,900	126,022	128,000
Step 21	119,650	122,650	123,750	126,295
Step 20	117,400	120,400	121,478	124,011
Step 19	115,150	118,150	119,206	121,660
Step 18	112,900	115,900	116,934	119,342
Step 17	111,362	114,362	115,380	117,758
Step 16	110,342	113,342	114,349	116,707
Step 15	108,812	111,812	112,805	115,132
Step 14	107,282	110,282	111,261	113,556
Step 13	106,262	109,262	110,230	112,505
Step 12	104,732	107,732	108,686	110,930
Step 11	99,167	102,167	103,066	105,198

Step 10	92,581	95,581	96,416	98,414
Step 9	86,461	89,461	90,235	92,110
Step 8	79,904	82,904	83,614	85,357
Step 7	78,265	81,265	81,959	83,669
Step 6	73,144	76,144	76,788	78,394
Step 5	68,430	71,430	72,027	73,538
Step 4	65,352	68,352	68,920	70,368
Step 3	60,235	63,235	63,753	65,098
Step 2	56,956	59,956	60,441	61,720
Step 1	50,400	53,400	53,821	54,968
Academy	40,200	43,200	43,723	44,668

1. Note:

- a. Captain also refers to fire inspector, air mask technician, and maintenance repair personnel;
- b. Battalion Chief also refers to assistant fire inspector; and
- c. Deputy Chief also refers to Fire Official.

2. Firefighters in the Class of 2008 shall be placed on Step 16 as of July 1, 2022 and remain in Step 16 until they acquire their anniversary to Step 17.

3. Firefighters in the Class of 2011 shall be placed on Step 16 as of July 1, 2022 and remain in that step for the duration of this contract.

4. Beginning September 1, 2022, all employees hired before January 1, 2014 shall be entitled to an additional payment equal to the dollar amount eligible employees previously earned as of December 31, 2014 as a legacy payment. Said payment shall never increase for any employee and will be paid in equal installments

along with and as part of the employee's normal pay. For illustrative purposes only, a copy of the legacy payments provided to employees is annexed hereto as **Attachment "A"**. The City and Union shall work together to ensure that the appropriate legacy payment is paid to each eligible employee. Attachment should list all firefighters who will receive the additional payment showing how much and the increase to the salary in the chart above.

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

2. In filling vacancies by transfer, where ability and other qualifications are equal, seniority within the Fire Department shall control. The term "ability and other qualifications" used herein shall include observing the rules and regulations of the Fire Department.

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

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

ARTICLE 22

HEALTH AND SAFETY

A. The general safety and health for members of the Atlantic City Fire Department is the responsibility of the Chief of the Department. The Joint Labor/Management Safety and Health Advisory Committee shall have the responsibility for making recommendations on safety and health matters impacting members of the Atlantic City Fire Department. The Committee shall meet at the call of the Chairman, or upon majority vote of its members, but at least quarterly.

B. The Committee shall be comprised of the Fire Chief acting as Ex Officio Chairman, a designee of the Chief of the Department; the President of the Union; a designee selected by the President of the Union and the City's Risk Manager.

C. Committee action shall be taken upon the majority vote of the members with the Chairman casting the deciding vote in the event of a tie.

D. Unresolved safety and health issues after recommendations by the Committee shall be subject to the grievance procedure.

ARTICLE 21

TRANSFERS AND ASSIGNMENTS

A. Transfers and assignments shall attempt to provide the highest degree of efficiency in every unit of the Fire Department by assigning, when practicable, a combination of experienced and less experienced personnel.

B. Definitions:

1. Senior Firefighter - excess of fifteen (15) years of service
2. Journeyman Firefighter - less than fifteen (15), but more than three (3) years of service
3. Apprentice Firefighter - one (1), two (2) or three (3) years of service.

C. Apprentice firefighters shall be rotated from company to company every six (6) months during the first three (3) years of their service, not including their time in the academy, to meet the requirements of the Fire Department's training program.

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

E. Within one (1) year of promotion, all newly promoted officers shall be subject to training assignments to include supervisory training.

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

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

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

I. Posting Procedure and Selection Criteria:

1. The City Fire Administration shall immediately post notices on the bulletin boards in all fire stations and via electronic mail to all bargaining unit members setting forth the classification, job duties and requirements, hours and days of work, starting time and wage rate of the job to be filled permanently. Employees desiring to apply for the job shall make application to the Chief of the Department setting forth their qualifications, seniority, etc. Copies of these applications and of the notices are to be filed with the Secretary of the Union. Notices shall remain posted for ten (10) days. Employees who do

ARTICLE 23

PERSONNEL COMMITTEE

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

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

a. Whether or not a particular employee is suited for special training available to the members of the Atlantic City Fire Department.

ARTICLE 24

EXCHANGING TIME

A firefighter has the option to exchange time of shifts with a fellow firefighter no more than four hundred and fifty-six (456) hours in any single calendar year, taken in four (4) hour minimums, with prior approval of his/her superior officers. All exchanged time shall be returned within one year of the trade. Any abuse of this Article shall be subject to discipline.

ARTICLE 26

SUSPENSIONS AND FINES

A. All suspensions and fines assigned to Atlantic City Firefighters shall be dispensed in accordance with the rules and regulations of the Civil Service Commission.

B. In any case where a member is relieved from duty by a superior officer and suspended by the appointing authority, that member shall be so informed and be furnished with a copy of charges to be filed against him/her no longer than five (5) days after said suspension, outside of Saturdays, Sundays and legal holidays. The member shall have the right to be represented in the form of counsel at his/her own expense or by a designated representative of the Union. The above limits can be extended by mutual consent.

1. Minor Discipline: Employees may request a Departmental hearing before a representative of the Fire Chief for minor discipline (suspension of forty hours or less). Employees may appeal the Departmental hearing decision through the grievance and arbitration process, including arbitration before an arbitrator selected from a panel of arbitrators provided by PERC. The City agrees that the arbitrator's decision shall be final and binding and the City shall not rely on MSRA to amend or reject the arbitrator's decision.

2. Major Discipline: Employees subject to major discipline (more than forty hours) shall first have a departmental hearing before a representative of the Fire Chief with the right to appeal that decision to the Office of Administrative Law.

C. A suspension or fine shall be calculated at a rate equal to a per diem of the member's base wage.

ARTICLE 25

New Employees

All new employees hired by the Atlantic City Fire Department, City of Atlantic City, shall be hired in accordance with Civil Service Commission guidelines.

ARTICLE 27
HEALTH BENEFITS

A. Active Employees:

1. Medical: The City agrees to provide health benefits for eligible employees at the City's expense in accordance with Chapter 78, P.L. 2011, less premium contributions by employees. The employee's premium contribution is set forth in the following schedules, pursuant to N.J.S.A. 52:14-17.28c

:

SINGLE COVERAGE

Salary Range	
less than 20,000	4.50%
20,000- 24,999.99	5.50%
25,000- 29,999.99	7.50%
30,000- 34,999.99	10.00%
35,000- 39,999.99	11.00%
40,000- 44,999.99	12.00%
45,000- 49,999.99	14.00%
50,000- 54,999.99	20.00%
55,000- 59,999.99	23.00%

60,000-64,999.99	27.00%
65,000-69,999.99	29.00%
70,000-74,999.99	32.00%
75,000-79,999.99	33.00%
80,000-94,999.99	34.00%
95,000 and over	35.00%

FAMILY COVERAGE

Salary Range	
less than 25,000	3.00%
25,000-29,999.99	4.00%
30,000-34,999.99	5.00%
35,000-39,999.99	6.00%
40,000-44,999.99	7.00%
45,000-49,999.99	9.00%
50,000-54,999.99	12.00%
55,000-59,999.99	14.00%
60,000-64,999.99	17.00%
65,000-69,999.99	19.00%
70,000-74,999.99	22.00%
75,000-79,999.99	23.00%
80,000-84,999.99	24.00%
85,000-89,999.99	26.00%
90,000-94,999.99	28.00%
95,000-99,999.99	29.00%

100,000-109,999.99	32.00%
110,000 and over	35.00%

MEMBER - SPOUSE/PARTNER OR PARENT - CHILDREN COVERAGE

Salary Range	Year 4
less than 25,000	3.50%
25,000-29,999.99	4.50%
30,000-34,999.99	6.00%
35,000-39,999.99	7.00%
40,000-44,999.99	8.00%
45,000-49,999.99	10.00%
50,000-54,999.99	15.00%
55,000-59,999.99	17.00%
60,000-64,999.99	21.00%
65,000-69,999.99	23.00%
70,000-74,999.99	26.00%
75,000-79,999.99	27.00%
80,000-84,999.99	28.00%
85,000-99,999.99	30.00%
100,000 and over	35.00%

Employee contribution is a minimum of 1.5% of base salary towards Health Benefits.

Although the City may offer a variety of health benefit plans, the maximum plan benefit will be no less than benefits offered under PPO 15. Coverage will include second opinions. Furthermore, the City agrees that the health benefits provider may only be changed if the benefits remain equal to or better than the existing

coverage. The City will provide ninety (90) days advance notice to the Union.

The Employee may also opt to cover a Spouse, Civil Union Partner, Domestic Partner and/or Dependents, as defined by the Federal Affordable Care Act. Legal documentation may be requested to support these enrollments.

2. Prescriptions: Effective January 1, 2016, the co-payment for generic drugs shall be increased to \$15.00 per 30-day supply and the co-payment for non-generic drugs shall be increased to \$35.00 per 30-day supply.

3. Dental: Basic Benefits

1. One hundred percent (100%) basic services.
2. One hundred percent (100%) periodontic services.
3. Seventy-five percent (75%) prosthodontia services.
4. Employees shall pay a \$50.00 annual deductible for covered services.

B. Retirees:

1. Bargaining unit members, who meet the eligibility requirements, shall receive retiree health benefits to correspond with Ordinance No. 85 that was adopted by the Council of the City of Atlantic City on August 11, 2004 and was approved by the Mayor on August 13, 2004 with the following modification: Those eligible

for this benefit shall be firefighters who retired after January 1, 2003. Implementation and payment of the program by the City for eligible firefighters shall commence on January 1, 2007.

All members of the bargaining Unit who retire on or after January 1, 1987 will receive a maximum of \$35.00 for month for dental and eyeglass costs. The retiree will only be permitted to apply this benefit to the actual costs incurred for any dental and eyeglass expenses.

All members of the bargaining unit who retire on or after January 1, 1991 and before December 31, 1999, will receive \$1,000.00 annually to apply to actual costs incurred by the retiree for any dental and eyeglass expenses. Retirees having chosen the \$1,500.00 per annum for seven (7) years have no other option.

All firefighters who qualify for insurance under this Article who have gone off coverage as set forth above and do not return to coverage shall be eligible for \$35.00 per month.

Any member who retires will receive a maximum of \$35.00 per month for dental and eyeglass costs. The retiree will only be permitted to apply this benefit to the actual costs incurred for any dental and eyeglass expenses. . For covered members who retired on or after January 1, 1991, should the retiree qualify for

substantially equivalent coverage through another job or a spouse, they shall not be eligible while such coverage is available.

2. For employees hired after July 1, 2015, retirees shall receive medical health coverage upon completion of twenty-five (25) years of service with the City, and such service shall be in good standing with the Police and Fire Retirement System, subject to the same premium contributions described in paragraph A of this Article, above.

ARTICLE 28

PHYSICAL FITNESS EQUIPMENT

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

ARTICLE 29

FIREHOUSE EQUIPMENT

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

ARTICLE 30

GRANT COMMITTEE

In light of the financial situation in the City, a Grant Committee shall be established to consider all grant opportunities. The Grant Committee shall consist of the Mayor or his/her designee, the City's Chief Financial Officer, the Union President or his/her designee, and the Fire Chief or his/her designee. The Mayor or his designee shall make the ultimate decision on whether to apply for a grant.

ARTICLE 31

WITHDRAWAL OF LAWSUIT, PERC FILINGS AND GRIEVANCES

AND UNION WAIVER

A. The parties agree that following lawsuits, PERC charges, and grievances shall be withdrawn with prejudice:

IAFF Local 198 v. City of Atlantic City, et al., Docket No. ATL-37-22;

PERC Case Nos. CO-2023-15 and CO-2023-90;

Grievance Nos. 12722D, 1-27-2022E, 12722F, 12722H, 12722I, 12722J, 12722K, 12722L, 12722B, 12722A, C210211, 8-1120C, 042420, 9920A, 9920B, 11322, 13020B, and B21021;

Grievance filed on behalf of Sidney Coleman for conduct occurring in October 2019;

Grievance filed on behalf of Silvester Fonville for conduct occurring in October 2019; and

Grievance filed on behalf of Anthony Santoro, dated January 13, 2021.

The Union specifically acknowledges that it will not institute any legal action and/or support any legal action on behalf of any individual relating to the matters set forth in this Paragraph (A).

B. The parties agree that the following PERC charges, grievances, and disputes are not withdrawn, waived, or otherwise adversely impacted:

PERC Case Nos. CO-2022-200, CO-2022-145, and CO-2023-103;

Grievance Nos. 12-9-21, 12722C, 12722G, and 12722H;

Grievances filed on behalf of Victor Garofolo, dated March 8, 2022, May 12, 2022, November 20, 2012, and an undated grievance regarding conduct beginning November 28, 2011;

Grievance filed on behalf of Victor Garofalo and Joseph Caprio, dated November 20, 2012;

Grievance filed on behalf of Thomas Flanagan, dated June 10, 2022; and

Matters involving and/or relating to the change to City employees' healthcare coverage in approximately March 2023.

C. The Union is not aware of any impending or unresolved grievances, PERC charges, or active litigation not identified in Paragraph A or B of this Agreement.

D. The Union on its own behalf and on behalf of its present and former members, officers, partners, employees, agents, attorneys, insurers and all their respective present and former parents, subsidiaries, affiliates, successor and assigns, remise, waive, release and forever discharge, with prejudice, the City of Atlantic City, and its present and former councilmembers, designees, officers, partners, employees, agents, attorneys, insurers and all their present and former parents, subsidiaries, affiliates, successor and assigns (the "City Releasees"); the State, and its present and former directors, designees, officers, partners,

employees, agents, attorneys, insurers and all their present and former parents, subsidiaries, affiliates, successor and assigns (the "State Releasees") from any and all actions, causes of action, suits, charges, complaints, claims, demands, rights, liabilities, grievances, arbitrations, damages, accounts, judgments, wages, commissions, right of contribution and indemnification, debts, obligations, promises, contracts, representations, agreements, controversies, expenses, attorneys' fees, costs and all other liabilities of any kind or description whatsoever, either in law or equity, whether known or unknown now or hereafter, accruing prior to the date of execution of this Agreement that in any way relate to the claims that were asserted in the matters listed in Paragraph A (except that this Paragraph shall not be construed to withdraw or release claims set forth in Paragraph B).

E. Within ten (10) business days of the execution of this Agreement the Union shall prepare and file any documents required in connection with Paragraph A, above, with copies to the City, and provide executed copies of any necessary stipulations of dismissal, with prejudice, as appropriate, for the matters identified in Paragraph A above. All documents to be provided to the City shall be delivered to the City Business Administrator.

F. The Union expressly does not waive or release, on its own behalf or on behalf of any other persons or entities, any claims against the City Releasees or the State Releasees, accruing after the date of execution of this Agreement.

ARTICLE 33

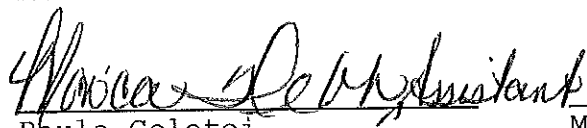
DURATION OF CONTRACT

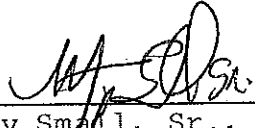
This Agreement shall be effective as of July 1, 2022 and shall remain in full force and effect through December 31, 2025. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, one hundred twenty (120) calendar days prior to the termination date, that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written. Everyone signing this Agreement has been authorized to do so on behalf of their respective constituents.

ATTEST:

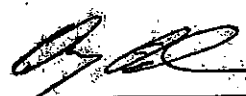
CITY OF ATLANTIC CITY


Paula Geletei,
City Clerk, Assistant


Marty Small, Sr., Mayor


Date: 10/11/2023

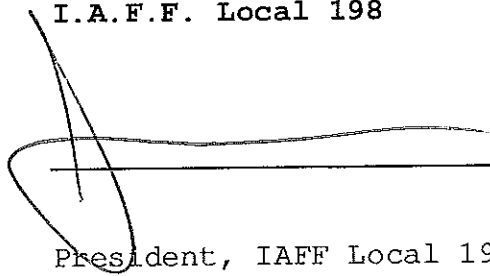
Date: 10/5/23


Anthony A. Swan, Esq.,
Business Administrator

ATTEST:

I.A.F.F. Local 198


Secretary/State Delegate


President, IAFF Local 198

Date: _____

Date: 10/5/23

ATTEST:

STATE OF NEW JERSEY

Vincent A. [Signature]

[Signature]

Date: 10/5/23

Date: _____

Resolution of the City of Atlantic City

No. 651

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Business Administrator/s/ Anthony A. Swan
Prepared by City Solicitor's Office

Council Members RANDOLPH presents the following Resolution:

RESOLUTION TO APPROVE THE COLLECTIVE BARGAINING AGREEMENT WITH THE ATLANTIC CITY FIRE DEPARTMENT

WHEREAS, the City of Atlantic City has been involved in collective bargaining with the **ATLANTIC CITY FIRE DEPARTMENT**; and

WHEREAS, an agreement has been reached between the parties; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest the Agreement and any further memorialization and/or formalization of such Agreement between the City and the **ATLANTIC CITY FIRE DEPARTMENT** for the years 2022, 2023, 2024, and 2025.

BE IT FURTHER RESOLVED that the Agreement is subject to the Municipal Stabilization Recovery Act and the approval of the designee of the Director of the Division of Local Government Services.

October 11, 2023 11:17 AM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DUNSTON	X						SHABAZZ	X					X
KURTZ	X						TIBBITT	ABSTAIN					
MARSHALL	X						WEBKES	X					
MORSHED	X					X	ZIA	X					
RANDOLPH, PRESIDENT								X					
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: AUGUST 23, 2023

/s/ Paula Geletei, City Clerk