

AGREEMENT

Between

CITY OF ASBURY PARK,

MONMOUTH COUNTY, NEW JERSEY

and

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL 384, AFL-CIO-CLC

(IAFF)

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JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

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PREAMBLE

This Agreement entered into this \_\_\_\_ day of June, 2018, by and between the CITY OF ASBURY PARK in the County of Monmouth, a Municipal Corporation of the State of New Jersey hereinafter called the "City," and LOCAL 384 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO-CLC, hereinafter referred to as the "Union," represents the complete and final understanding on all bargainable issues between the City and the Union.

**ARTICLE I**

**GENERAL**

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

ARTICLE II

PUBLIC EMPLOYEES

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

**ARTICLE III**

**RECOGNITION**

The City recognizes the Union for the purpose of collective negotiations as the exclusive representative of the individual members of the Union, including all Firefighters/EMTs; Captains/EMTs; Battalion Chiefs/EMTs; Fire Prevention Specialist UFDs/EMTs; and Fire Official/EMTs UFDs.

ARTICLE IV

UNION SECURITY

A. DUES CHECK-OFF

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

B. REPRESENTATION FEE

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

2. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the City



by the Union, which amount shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments charged by the Union to its own members.

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

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

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

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

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

ARTICLE V

PROBATION PERIOD

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

ARTICLE VI

MANAGEMENT RIGHTS

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

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

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

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

B. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under N.J.S.A. 40A:14-118, et seq., and N.J.S.A. 11A:2-1, et seq., or any other national, state, county or local laws or ordinance.

**ARTICLE VII**

**SENIORITY LIST**

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

ARTICLE VIII

HOURS OF DUTY AND TOURS OF DUTY

A. Pursuant to N.J.S.A. 40A:14-49, there is hereby established in the Fire Department the following schedule of actual duty of the members thereof for an average forty-two (42) hour week in an eight (8) week cycle, except as hereinafter provided.

B. The tours of duty of the uniformed members of the Fire Department are hereby divided into four parts: Tour Number 1, Tour Number 2, Tour Number 3, and Tour Number 4.

C. The personnel of the Fire Department, Fire Official UFD, and the Fire Prevention Specialist UFD shall be assigned by the Chief of the Fire Department, subject to the approval of the City Manager, to the various tours of duty herein described.

D. Tours of duty shall be two (2) twenty-four (24) hour days. The day shall start at 8:00 a.m. and end 8:00 a.m. of the following day.

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

	TOUR 1	TOUR 2	TOUR 3	TOUR 4
1 <sup>ST</sup> DAY	ON	OFF	OFF	OFF
2 <sup>ND</sup> DAY	OFF	ON	OFF	OFF
3 <sup>RD</sup> DAY	OFF	OFF	ON	OFF
4 <sup>TH</sup> DAY	OFF	OFF	OFF	ON
5 <sup>TH</sup> DAY	ON	OFF	OFF	OFF
6 <sup>TH</sup> DAY	OFF	ON	OFF	OFF
7 <sup>TH</sup> DAY	OFF	OFF	ON	OFF
8 <sup>TH</sup> DAY	OFF	OFF	OFF	ON
9 <sup>TH</sup> DAY	ON	OFF	OFF	OFF
10 <sup>TH</sup> DAY	OFF	ON	OFF	OFF
11 <sup>TH</sup> DAY	OFF	OFF	ON	OFF
12 <sup>TH</sup> DAY	OFF	OFF	OFF	ON
13 <sup>TH</sup> DAY	ON	OFF	OFF	OFF
14 <sup>TH</sup> DAY	OFF	ON	OFF	OFF
15 <sup>TH</sup> DAY	OFF	OFF	ON	OFF
16 <sup>TH</sup> DAY	OFF	OFF	OFF	ON
17 <sup>TH</sup> DAY	ON	OFF	OFF	OFF
18 <sup>TH</sup> DAY	OFF	ON	OFF	OFF
19 <sup>TH</sup> DAY	OFF	OFF	ON	OFF
20 <sup>TH</sup> DAY	OFF	OFF	OFF	ON
21 <sup>ST</sup> DAY	ON	OFF	OFF	OFF
22 <sup>ND</sup> DAY	OFF	ON	OFF	OFF
23 <sup>RD</sup> DAY	OFF	OFF	ON	OFF
24 <sup>TH</sup> DAY	OFF	OFF	OFF	ON
25 <sup>TH</sup> DAY	ON	OFF	OFF	OFF
26 <sup>TH</sup> DAY	OFF	ON	OFF	OFF
27 <sup>TH</sup> DAY	OFF	OFF	ON	OFF

TOURS OF DUTY

28 <sup>TH</sup> DAY	OFF	OFF	OFF	ON
29 <sup>TH</sup> DAY	ON	OFF	OFF	OFF
30 <sup>TH</sup> DAY	OFF	ON	OFF	OFF
31 <sup>ST</sup> DAY	OFF	OFF	ON	OFF
32 <sup>ND</sup> DAY	OFF	OFF	OFF	ON
33 <sup>RD</sup> DAY	ON	OFF	OFF	OFF
34 <sup>TH</sup> DAY	OFF	ON	OFF	OFF
35 <sup>TH</sup> DAY	OFF	OFF	ON	OFF
36 <sup>TH</sup> DAY	OFF	OFF	OFF	ON
37 <sup>TH</sup> DAY	ON	OFF	OFF	OFF
38 <sup>TH</sup> DAY	OFF	ON	OFF	OFF
39 <sup>TH</sup> DAY	OFF	OFF	ON	OFF
40 <sup>TH</sup> DAY	OFF	OFF	OFF	ON
41 <sup>ST</sup> DAY	ON	OFF	OFF	OFF
42 <sup>ND</sup> DAY	OFF	ON	OFF	OFF
43 <sup>RD</sup> DAY	OFF	OFF	ON	OFF
44 <sup>TH</sup> DAY	OFF	OFF	OFF	ON
45 <sup>TH</sup> DAY	ON	OFF	OFF	OFF
46 <sup>TH</sup> DAY	OFF	ON	OFF	OFF
47 <sup>TH</sup> DAY	OFF	OFF	ON	OFF
48 <sup>TH</sup> DAY	OFF	OFF	OFF	ON
49 <sup>TH</sup> DAY	ON	OFF	OFF	OFF
50 <sup>TH</sup> DAY	OFF	ON	OFF	OFF
51 <sup>ST</sup> DAY	OFF	OFF	ON	OFF
52 <sup>ND</sup> DAY	OFF	OFF	OFF	ON
53 <sup>RD</sup> DAY	ON	OFF	OFF	OFF
54 <sup>TH</sup> DAY	OFF	ON	OFF	OFF
55 <sup>TH</sup> DAY	OFF	OFF	ON	OFF
56 <sup>TH</sup> DAY	OFF	OFF	OFF	ON



**ARTICLE IX**

**OVERTIME**

A. In the event that a need for overtime should occur in the Department because of vacations, sickness or other unforeseen conditions, the officer in charge shall call the next firefighter on the overtime list to work overtime. All overtime shall be paid at one and one-half (1 ½) times the basic rate of pay to any member of the Union working in excess of his/her scheduled tour of duty, if said Union member has not been on sick leave (excluding injury leave) during his/her particular cycle of duty. A cycle shall consist of two (2) twenty-four (24) hour days in an eight (8) day cycle. No Union member shall be required to work more than twenty-four (24) hours continuous duty except in cases of emergency situations as aforesaid.

B. All Union members working consecutive tours of duty will be allowed one (1) hour off upon commencement of overtime duty and one (1) hour off if said Firefighter begins his/her regular tour of duty after completion of an overtime tour. All overtime will be voluntary, except as aforesaid in the event of any emergency and shall be maintained by a seniority list kept by official records of the Department. A copy of said list shall be posted on the bulletin board and this record shall show the date of call and the response from each person called as to

*Fire Dept*

whether it was refused, on duty, no answer, sickness or vacation. If a Union member refuses, cannot be reached or is sick, he/she will be automatically passed by until a complete cycle of the seniority list has been made. This list shall pertain to tours of duty only.

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

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

E. A Firefighter may, at his/her option, elect to receive compensatory time (at the rate of double time the overtime worked) in lieu of overtime pay, not to exceed a maximum accumulation of one-hundred and twenty (120) work hours. An employee shall select his option and notify the Captain in charge of such election at the time the overtime is worked. Compensatory time may only be taken when there is a full complement with no expense to the City. If the maximum of one-

*Fire Dept*

hundred and twenty (120) compensatory hours is reached, the city will convert the time to overtime pay at one and one-half (1 ½) times the regular rate of pay.

*Fire Dept*

**ARTICLE X**

**VACATIONS**

A. A member shall be granted a vacation if earned in each vacation year without loss of pay. The earning year will be from January 1 to December 31 for the following year's vacation.

B. Members may schedule their vacations on a "split" basis (at two (2) different times rather than in a single block), subject to the following limitations:

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

2. No split portion of the vacation shall be for less than one (1) full tour of duty.

3. Vacations may be split into not more than two (2) segments.

C. Length of service for vacation purposes shall be determined by completed years of service as of the last day of the earning year and shall be allowed to the employee member based on seniority of service.

*Five Dec*

D. Vacations shall be earned in the following manner:

During the first year of service:

One-third ( $\frac{1}{3}$ ) of a day per month to accrue monthly	Not to exceed 4 working days
Commencing 2 <sup>nd</sup> through 4 <sup>th</sup> year	Not to exceed 5 working days
Commencing 5 <sup>th</sup> through 9 <sup>th</sup> year	Not to exceed 6 working days
Commencing 10 <sup>th</sup> through 14 <sup>th</sup> year	Not to exceed 7 working days
Commencing 15 <sup>th</sup> through 19 <sup>th</sup> year	Not to exceed 8 working days
Commencing 20 <sup>th</sup> through 24 <sup>th</sup> year	Not to exceed 9 working days
Commencing 25 <sup>th</sup> year and thereafter	Not to exceed 10 working days

E. Firefighters may utilize up to a maximum of two (2) compensatory days in each year as vacation time. In the event a scheduling overlap situation develops because of an employee taking compensatory days as vacation, the use of said compensatory days as vacation shall not be permitted. These compensatory days are granted on the condition that the City shall incur no additional overtime from the taking of these compensatory days.

F. Once a member has chosen his/her vacation according to his seniority ranking on his/her respective tour and the vacation schedule has been finalized and approved by the Chief of the Department, an employee's vacation pick shall be honored and shall not be unreasonably denied except in emergent situations, or if he/she is subsequently transferred between

*Frank Deot*

tours. If, following a transfer, an employee's vacation schedule is being considered by the Chief for a change, the matter shall be brought to the attention of the City Manager, who shall schedule a meeting to discuss the issue with the Chief and the IAFF President. The final decision as to whether a transferred employee's initial vacation pick will be honored shall be subject to the discretion of the City Manager.

G. Terminating or retiring employees shall be granted vacation days on a prorated basis of 1/12 for each month earned.

*Fire Dept*

ARTICLE XI

PERSONAL LEAVE

A. Each employee shall be granted two (2) working days off per year with pay for the purpose of conducting matters of personal business or emergency nature. New employees shall be granted personal leave on a prorated basis of one-half ( $\frac{1}{2}$ ) day for three (3) months of service. Such time shall not be deducted from any other time. Except in the case of an emergency, twenty-four (24) hours of notice must be given.

B. Terminating or retiring employees shall be granted personal days on a prorated basis of one-half ( $\frac{1}{2}$ ) day for three (3) months of service.

ARTICLE XII

COMPANY STRENGTH

A. It is agreed that the City shall keep at least one (1) Truck Company, one (1) Ambulance, and one (1) Engine Company in service twenty-four (24) hours per day. The City of Asbury Park Fire Department shall consist of a minimum of forty (40) members, of which there shall be not less than four (4) Battalion Chiefs, eight (8) Captains and thirty-two (32) Firefighters, not including the Chief of the Department, the Fire Prevention Specialist UFDS, the Fire Official UFDS, or Training Officer. Each tour of duty shall consist of a minimum of nine (9) members of the Department, comprised of Officers and Firefighters, as shall be designated by the Chief of the Department.

B. A Firefighter will not be considered part of his/her complement of tour of duty until he/she has successfully obtained the New Jersey Firefighters I Certificate and successfully completed the New Jersey Department of Health EMS Classes.



ARTICLE XIII

INJURY LEAVE

A. Whenever a permanent employee covered by this Agreement is incapacitated from duty because of a physical injury sustained while on duty, he/she shall receive his/her salary for a period not to exceed one (1) calendar year (12 consecutive months) from the date of the onset of the injury. Said salary payment shall include, and is not in addition to, any entitlement of the employee to a portion of his/her salary as benefits for temporary disability due under the Worker's Compensation Law. An employee's medical condition shall be reviewed at least every four (4) months to determine if he/she is eligible to be continued on injury leave.

B. Injury leave may be granted only for an injury found to be approved and accepted as a compensable work-related injury which arose during and out of the course of employment. The use of injury leave is dependent upon prior determination of compensability by the City's insurance administrators based upon the reports of authorized physicians. (See Subsection F).

C. In order to receive payment under this Article, an injured employee shall, as soon as practical after a physical injury has occurred, file a written report concerning such injury with his/her immediate supervisor, and failure to do so shall render the employee ineligible for benefits/salary under

this Article. Except in emergency situations, said report must be filed before the end of the employee's shift during which said injury occurred.

D. Entitlement to injury leave must be based upon the certification of an authorized physician (See Subsection F) as to the employee's disability. The time within the one (1) year period wherein the employee received injury leave and is not permitted or is unable, by reason of certification by authorized physician as designated by the City's insurance administrator, to perform his/her full duties as shall be directed by the Chief of the Fire Department or his designee, resulting from said physical injury, shall not be charged against sick leave of the said employee.

E. Injury leave under this provision may be granted for up to one (1) calendar year from the initial date of injury; provided, however, that an employee's entitlement to injury leave will cease and terminate as of the approved effective date of the employee's retirement due to disability as determined by the Division of Pension, if the retirement determination precedes the expiration of the one (1) year injury leave entitlement.

F. Entitlement under this Article will be based upon the medical evaluations submitted by the authorized physician designated by the City's insurance administrator. An employee

who disagrees with the medical evaluation submitted by the authorized physician may submit a written request for a second opinion and supplemental medical evaluation.

G. Any employee required by the City, or the City's insurance carrier/administrator, to be examined or treated by physician other than one of his/her choosing shall be compensated with compensatory time off for the time spent in the physician's office for such examination or treatment at the straight time rate of pay, provided he/she is not on injury leave with pay. In addition to said compensations, the employee shall also receive traveling expenses at the rate of seventeen (17) cents per mile, plus parking and tolls. In the event an employee is required to be examined by the City's authorized physician in order to determine whether the employee is capable of returning to work, the authorized physician must certify in writing to the City, and a copy to the employee's doctor, if requested, that the employee is capable of returning to work. If the employee's personal doctor and the City's doctor disagree as to whether the employee is capable of returning to work, the dispute shall be submitted to a third doctor selected as follows: The Association and the City shall each compile a list of three (3) doctors from which the Association and the City shall mutually select a single physician within three (3) days from the time that a dispute arises between the employee's and

the City's doctor. The determination of the third doctor regarding the employee's ability to return to work shall be in writing and be final and binding. Until the final decision is received from the third impartial doctor, the employee will not be ordered to return to work.

H. Any member out on injury leave during vacation leave shall immediately start his/her vacation when cleared from injury.

**ARTICLE XIV**

**SICK LEAVE**

A. All permanent employees or full time probationary employees covered by this Agreement shall be entitled to sick leave with pay. Sick leave may be utilized by said employees when they are unable to perform their work by reason of personal illness or non-work related accident. Employee's sick leave shall not be used to allow the employee to serve as a nurse or housekeeper during extended periods of illness for any immediate member of his household. A maximum of one (1) day will be considered to be permitted to be used for the said employee's sick leave while other arrangements are made for family coverage.

B. Every permanent employee covered by the Contract shall receive eight (8) working days per year for sick leave, and the same shall be cumulative from year to year and for any fraction of a year in the proportion of one and one-third days per month. Sick leave with pay shall accrue to all probationary employees on the basis of one (1) day a month for the first calendar year of employment after the initial appointment of said probationary employee.

C. If an employee is absent for reasons that entitle him to sick leave, his/her immediate supervisor shall be notified

promptly as of the time of the employee's usual reporting time except in those work situations where notice must be made prior to the employee's start time. Failure to so notify the supervisor may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action.

1. Absence without notice, as hereinbefore provided for three (3) consecutive days, shall constitute a resignation.

B. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness and physician's certification that said employee is able to return to full duty.

a. An employee who has been absent on sick leave for a period; totaling five (5) days in one calendar year, consisting of periods of less than three (3) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

b. The City may require proof of illness of an employee on sick leave whenever such requirement appears

reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

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

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

E. Incentive Time

1. Using each full calendar year that an employee is actively employed, an additional two (2) days vacation will be granted in the following year's vacation only if the employee has perfect attendance during the earning year. One (1) day vacation will be added to the employee's regular vacation if he/she does not have perfect attendance during the calendar year aforesaid, provided, however, that the said employee has less than three (3) days off from his/her normal, usual, and regular attendance. The amount of time computed for days off shall be exclusive of bereavement time and/or specially granted award time and injury leave. The said extra vacation days are to be

granted during the vacation period commencing January of the year following completion of any period of time herein referred to, and the earning period for said additional vacation days shall be computed by completed years of service as of December 31 as the same may be applicable to the Contract.

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

EARNING PERIOD	INCENTIVE TIME
Hired between January 1 <sup>st</sup> and March 31 <sup>st</sup>	2 days
Hired between April 1 <sup>st</sup> and June 30 <sup>th</sup>	1 ½ days
Hired between July 1 <sup>st</sup> and September 30 <sup>th</sup>	1 day
Hired between October 1 <sup>st</sup> and December 31 <sup>st</sup>	½ day

F. In the event any firefighter dies prior to retirement, his/her estate shall receive payment of this accumulated sick time up to twenty-five percent (25%) of his/her accumulated days, not to exceed four-hundred and eighty (480) hours at the prevailing rate.

G. In the event any firefighter dies while on duty, his/her estate shall receive payment of his/her accumulated sick leave up to one-hundred (100) days at the prevailing rate.



H. Terminating or retiring employees will receive prorated days on the basis of one and one third (1 $\frac{1}{3}$ ) days for each month earned.

**ARTICLE XV**

**HOSPITALIZATION AND INSURANCE**

A. The City shall provide hospitalization and medical insurance for all full-time employees, their spouse and dependent children. The same shall be those children that are determined to be dependent children as interpreted by the insurance carrier. Insurance coverage shall be Horizon Blue Cross-Blue Shield PPO. The City, however, shall have the option of providing identical insurance by any other insurance carrier. The Union will be notified in writing at least thirty (30) days in advance of any impending change of the insurance carrier. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. All the aforementioned insurance shall be paid for by the City.

B. Any Firefighter who retires under the Police-Firemen's Retirement Plan shall receive paid hospitalization after retirement, providing that said employee has twenty (20) years or more service credit with PFRS. All Firefighters hired after ratification of this agreement shall receive paid hospitalization after retirement, providing that said employee has twenty (20) years or more service with the City.

C. Any employee who contracts Hepatitis B, Hepatitis C, or AIDS while in the performance of his/her duties shall be fully insured after retirement.

D. Effective 6/1/2011, the Association agrees to switch healthcare coverage to the City's proposed health care option of Horizon Blue Cross-Blue Shield PPO instead of the State Health Plan Direct 10, which increases in co-pays as follows:

- \$10.00 for primary care doctor
- \$20.00 for specialists
- \$10.00 for prescription co-pay for generic drugs
- \$20.00 for prescription co-pay for brand name drugs

All out-of-network providers and procedures will be covered at eighty percent (80%) after meeting the deductible of four-hundred dollars (\$400) for single coverage and eight-hundred dollars (\$800) for family coverage. The maximum out of pocket expenditure for out-of-network is two-thousand dollars (\$2,000) for the first person and four-thousand dollars (\$4,000) for the family. All of the aforementioned insurance shall be paid for by the City.

ARTICLE XVI

LEAVE FOR UNION BUSINESS

The City agrees that a maximum of one-hundred and ninety-two (192) on duty hours, to be designated by the Union, shall be granted leave to attend state and international conventions and conferences with pay provided, however, that the Union notifies the City in writing of its intentions to do so no later than one (1) week prior to the time leave is to be taken. The City also agrees to grant leave with pay for the State Delegate and/or the State Officer to attend monthly PFANJ meetings. It is further agreed that pertinent and applicable state statutes and laws shall supplement the within provisions and control the same.

ARTICLE XVII

BEREAVEMENT LEAVE

Employees shall be granted forty-eight (48) working hours off for a death in the immediate family with pay. The immediate family shall consist of father, mother, spouse, children, step-children, sister, step-sister, brother, step-brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren.

ARTICLE XVIII

CALL BACK FOR ALARMS

A. Employees who are called to duty because of an emergency shall be paid for the actual time worked, but not less than two (2) hours pay at the rate of one and one-half (1 ½) times the basic pay for said employee. It is understood and agreed by between the parties hereto that employees living within the City and within a five (5) mile radius of Fire Headquarters will be given priority for call-back for emergency duty. Employees living outside of a five (5) mile radius of Fire Headquarters will be called back for emergency duty after those employees living within the radius have been called. Mutual aid calls from other areas, municipalities, and fire departments may be made simultaneously with call backs for emergency duty.

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

C. Employees recalled for emergency duty shall not be required to stand by after the emergency situation has ceased to

exist. The Chief or the Captain on duty shall be solely responsible for determining when an emergency ceases.

ARTICLE XIX

GRIEVANCE PROCEDURE

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

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

C. Steps of the Grievance Procedure

Step One

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

Step Two

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



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

#### Step Three

In the event no settlement is reached in step two, aforesaid within seventy-two (72) hours excluding weekends and holidays, the grievance shall be presented in writing to the City Manager. Within the next seventy-two (72) hours, excluding weekends and holidays, the City Manager will conduct a meeting with the aggrieved, his/her representatives, and such other parties that may be involved. The City Manager may render a decision verbally to be confirmed in writing within seventy-two (72) hours after said meeting, excluding weekends and holidays.

#### Step Four

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

Within ten (10) days after the written decision referred to in step three (3) has been made, the Union or the City may request the New Jersey State Board of Mediation to appoint an arbitrator who shall have full power to resolve the

dispute between the parties, and his/her decision shall be final and binding on all parties. The cost of the arbitration shall be borne by the City and the Union equally. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his/her decision within thirty (30) days of the close of business.

D. City Grievances

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

**ARTICLE XX**

**SAFETY AND HEALTH**

A. The City and the Union shall cooperate fully in matters of safety and health. The City shall furnish and replace all personal protective equipment, as required, by NFPA standards.

1. The employee shall not be responsible for the loss, damage or theft of equipment, provided the employee is not negligent or careless relative to the equipment.

2. No member will ride on the outside step of any apparatus while en route to an emergency call.

B. Establish a mandatory Incident Management System to be used by the fire department and to define and describe the essential elements of an Incident Management System according to NFPA 1710 standards.

C. The Incident Management System will be utilized to afford structure and coordination to the Emergency Incident Operations in order to provide for the safety and health of the fire department members and other people involved in those activities. These plans shall be reviewed by the Union before implementation.

ARTICLE XXI

CLOTHING PAY

A. Each member shall receive a \$900 credit for the purchase and maintenance of necessary clothing and work-related items.

B. New employees shall receive this allowance on a prorated basis of one-twelfth (1/12) of the total pay per month.

C. Any uniform or clothing of the employee actually damaged or contaminated in the course of the employee's duties shall be repaired or replaced at the City's expense, up to the full value of the item. Watches damaged or contaminated in the course of the employee's duties shall be repaired or replaced up to one-hundred dollars (\$100) per claim. Glasses damaged or contaminated in the course of the employee's duties shall be repaired or replaced up to two-hundred dollars (\$200) per claim.

D. Terminating or retiring employees will receive clothing allowance on a prorated basis of one-twelfth (1/12) per month earned.

**ARTICLE XXII**

**SALARIES**

A. All bargaining unit members shall receive salaries effective January 1 of each calendar year 2018 through 2020 as set forth in Schedule "A" attached hereto.

B. New hires shall remain at the Academy step until he/she obtains the New Jersey Firefighter 1 certification and satisfactorily completes EMS classes.

C. Attached for informational purposes only as Schedule "B" are the salary guides combined with the longevity entitlement pursuant to Article XXV.

D. Effective January 1, 2018 2% exclusive of increment.

Effective January 1, 2019 2% exclusive of increment.

Effective January 1, 2020 2% exclusive of increment.

**ARTICLE XXIII**

**PAID HOLIDAYS**

The following holidays shall be "paid holidays." All holiday pay is folded into base pay with no separate payment for the holidays. All members shall be compensated for fifteen (15) holidays per year as follows:

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

ARTICLE XXIV

LONGEVITY AND EMT-D CERTIFICATION

A. Longevity pay shall be granted to active employees covered by this Agreement as set forth below.

Title	10 <sup>th</sup> year	15 <sup>th</sup> year	20 <sup>th</sup> year	25 <sup>th</sup> year
Firefighter/EMT	1,145	2,335	3,240	4,106
Fire Inspector	1,244	3,121	3,377	4,463
Fire Official	1,295	2,551	3,488	4,470
Captain	1,346	2,654	3,649	4,592
Battalion Chief	1,427	2,814	3,868	4,866

B. All members covered under this Agreement who possess an EMT-D certification shall be entitled to seven hundred and fifty dollars (\$750) per year, which shall be added to base pay.

**ARTICLE XXV**

**FIRE LABOR-MANAGEMENT COMMITTEE**

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



**ARTICLE XXVI**

**BILL OF RIGHTS**

A. Members of this Firefighters unit shall enjoy and be entitled to the following rights and privileges:

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

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

(b) The member of the Fire Department shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Fire

Department is being interrogated as a witness only, he/she should be so informed at the initial contact;

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

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

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

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

(g) If a member, as a result of an investigation, is being charged with a violation of the rules and regulations or is about to be so charged, he shall be afforded an opportunity

to consult with counsel or the Union representatives before any further interrogation.

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

ARTICLE XXVII

IMMUNIZATION INOCULATIONS

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

ARTICLE XXIII

TOUR EXCHANGE

A. The Chief of the Department or the officer in charge may grant, at his/her discretion, the request of any two (2) members of the Fire Department, permission to exchange tours or off-days when the said change does not interfere with the operation of the Fire Department. The two (2) firefighters involved in a tour exchange shall request permission for a tour exchange in writing.

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

ARTICLE XXIX .

BULLETIN BOARD

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

ARTICLE XXX

PERSONNEL FILES

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

B. Employees may annex written rebuttals to all documents contained in their personnel files.

ARTICLE XXXI

RETIREMENT RECOGNITION

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



ARTICLE XXXII

WORKING OUT OF JOB CLASSIFICATION

Any firefighter or captain who is required to accept the responsibility to carry out the duties of a superior rank shall be paid at the rate of the superior position while performing the duties of the same. When the superior officer on a shift is on vacation, the designated driver of the apparatus shall have the responsibility to carry out the superior's duties under this section. If there is a superior position vacancy due to injury or illness, the Chief has the discretion to assign a firefighter to fill the position under this section.

**ARTICLE XXXIII**

**TERMINAL LEAVE**

Each permanent employee, after retirement and after having served the required number of years which make the said employee eligible for retirement pay, shall receive one-half ( $\frac{1}{2}$ ) of his/her accumulated sick time to a maximum of one-hundred and thirty-five (135) days of the accumulation at full pay at the rate of pay in existence on the day of the employee's retirement.

ARTICLE XXXIV

UNIFORM AND PERSONAL EQUIPMENT

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

ARTICLE XXXV

VACATION EXCHANGE

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

ARTICLE XXXVI

ACTIONS AGAINST FIREFIGHTERS

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

ARTICLE XXXVII

SEPARABILITY AND SAVINGS

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

ARTICLE XXXVIII

REOPENER

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

ARTICLE XXXIX

CITY PROPERTY FIRE DEPARTMENT JURISDICTION

A. All sanitary facilities in the Fire House, such as toilets, showers, wash basins, etc., will be kept in good working order, and supplies will be maintained.

B. The City agrees to provide the following furnishings and replace such furnishings when deemed essential by both the Union and City;

1. Lockers
2. Beds, mattresses, blankets and pillows
3. Chairs
4. Tables
5. Kitchen equipment (refrigerators, stoves).
6. Washer and Dryers equivalent to the current grade

C. All major maintenance of the Fire House will be maintained by professionals other than firefighters.

D. All quarters will have adequate heating, hot water and air conditioning.



ARTICLE XL

FEDERAL FUNDING

A. The Union and City agree to cooperate in the pursuit of Federal and State funds for the betterment of the Department.

B. All Federal and State monies received by the City for the use in Fire Service will be reported to the Union.

ARTICLE XLI

TESTING

A. Promotional examinations for the next highest rank above Firefighter will be requested to the Civil Service Department every two (2) years.

B. A promotional list to the next highest rank will be maintained at all times.

**ARTICLE XLII**

**ORDINANCES**

The Union shall be notified in writing before first public notice of any impending changes, amendments, or new ordinances concerning the Fire Division.

ARTICLE XLIII

TRAINING

The Employer may send employees for training and in so doing may place employees on a staff schedule. If an employee is to be sent for training the Union will be notified and the employee will be given thirty (30) days notice.

The hours to be used for such schedule change shall be as follows:

2018	24 hours
2019	48 hours
2020	96 hours

FIRST YEAR EMPLOYEES AND EMPLOYEES PROMOTED FOR ONE (1) YEAR AFTER PROMOTION MAY BE SENT FOR TRAINING ON AN AS NEED BASIS.

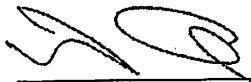
ARTICLE XLIV

TERM AND RENEWAL

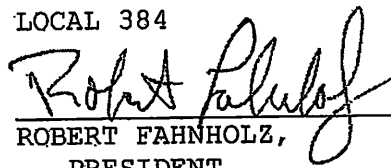
This agreement shall be for a period of three (3) years, commencing January 1, 2018 and shall remain in effect up to and including December 31, 2020. This Agreement will expire on January 1, 2021. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing no earlier than September 15th and no later than October 15th, immediately preceding said expiration date of the party's intention to change, alter, amend, or terminate this Agreement. It is agreed and understood that negotiations pursuant to the above notice shall begin no later than October 15th.

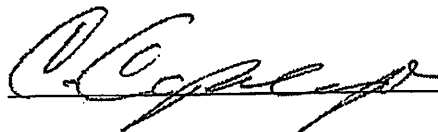
IN WITNESS WHEREOF, the parties hereto set their hands and seals at Asbury Park, Monmouth County, New Jersey, on this 3 day of July, 2018.

CITY OF ASBURY PARK

  
\_\_\_\_\_  
MICHAEL CAPABIANCO,  
CITY MANAGER

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO, CLC  
LOCAL 384

  
\_\_\_\_\_  
ROBERT FAHNHOLZ,  
PRESIDENT

WITNESS:   
\_\_\_\_\_

SCHEDULE "A"  
ASBURY PARK FIRE DEPARTMENT  
SALARY GUIDE

Title	2018 (2%)	2019 (2%)	2020 (2%)
FF			
Aca.	\$33,120	\$33,782	\$34,458
Yr. 1	\$43,488	\$44,358	\$45,245
Yr. 2	\$50,548	\$51,559	\$52,590
Yr. 3	\$57,608	\$58,760	\$59,935
Yr. 4	\$64,668	\$65,961	\$67,280
Yr. 5	\$71,728	\$73,163	\$74,626
Yr. 6	\$78,788	\$80,364	\$81,971
Yr. 7	\$85,852	\$87,569	\$89,320
Yr. 8	\$92,909	\$94,767	\$96,662
Yr. 9	\$99,968	\$101,967	\$104,006
Insp.			
Yr. 3	\$92,571	\$94,422	\$96,310
Yr. 4	\$98,882	\$100,860	\$102,877
Yr. 5	\$100,820	\$102,836	\$104,893
Yr. 10	\$106,811	\$108,947	\$111,126
FO	\$115,770	\$118,085	\$120,447
Cpt.	\$115,770	\$118,085	\$120,447
B.C.	\$128,970	\$131,549	\$134,180

SCHEDULE "B"  
ASBURY PARK FIRE DEPARTMENT

January 1, 2018

<u>YEARS</u>	<u>BASE</u>	<u>LONGEVITY</u>	<u>TOTAL</u>
<b>FIREFIGHTERS</b>			
ACADEMY	\$33,120	\$0	\$33,120
1st YEAR	\$43,488	\$0	\$43,488
2nd YEAR	\$50,548	\$0	\$50,548
3rd YEAR	\$57,608	\$0	\$57,608
4th YEAR	\$64,668	\$0	\$64,668
5th YEAR	\$71,728	\$0	\$71,728
6th YEAR	\$78,788	\$0	\$78,788
7th YEAR	\$85,852	\$0	\$85,852
8th YEAR	\$92,909	\$0	\$92,909
9th YEAR	\$99,968	\$0	\$99,968
10th - 14th YEAR	\$99,968	\$1,145	\$101,113
15th - 19th YEAR	\$99,968	\$2,335	\$102,303
20th - 24th YEAR	\$99,968	\$3,240	\$103,208
25th + YEARS	\$99,968	\$4,106	\$104,074

<b>FIRE INSPECTOR</b>			
3rd YEAR	\$92,571	0	\$92,571
4th YEAR	\$98,882	\$0	\$98,882
5th YEAR	\$100,820	\$0	\$100,820
10th - 14th YEAR	\$106,811	\$1,244	\$108,055
15th - 19th YEAR	\$106,811	\$3,121	\$109,932
20th - 24th YEAR	\$106,811	\$3,377	\$110,188
25th + YEARS	\$106,811	\$4,463	\$111,274

SCHEDULE "B" CONTINUED

JANUARY 1, 2018

FIRE OFFICIAL

3rd - 9th YEAR	\$115,770	\$0	\$115,770
10th - 14th YEAR	\$115,770	\$1,295	\$117,065
15th - 19th YEAR	\$115,770	\$2,551	\$118,321
20th - 24th YEAR	\$115,770	\$3,488	\$119,258
25th + YEARS	\$115,770	\$4,470	\$120,240

CAPTAIN

3rd - 9th YEAR	\$115,770	\$0	\$115,770
10th - 14th YEAR	\$115,770	\$1,346	\$117,116
15th - 19th YEAR	\$115,770	\$2,654	\$118,424
20th - 24th YEAR	\$115,770	\$3,649	\$119,419
25th + YEARS	\$115,770	\$4,592	\$120,362

BATTALION CHIEF

4th - 9th YEAR	\$128,970	\$0	\$128,970
10th - 14th YEAR	\$128,970	\$1,427	\$130,397
15th - 19th YEAR	\$128,970	\$2,814	\$131,784
20th - 24th YEAR	\$128,970	\$3,868	\$132,838
25th + YEARS	\$128,970	\$4,866	\$133,836



3rd YEAR	\$94,422	0	\$94,422
4th YEAR	\$100,860	\$0	\$100,860
5th YEAR	\$102,836	\$0	\$102,836
10th - 14th YEAR	\$108,947	\$1,244	\$110,191
15th - 19th YEAR	\$108,947	\$3,121	\$112,068
20th - 24th YEAR	\$108,947	\$3,377	\$112,324
25th + YEARS	\$108,947	\$4,463	\$113,410

FIRE INSPECTOR

ACADEMY	\$33,783	\$0	\$33,783
1st YEAR	\$44,358	\$0	\$44,357
2nd YEAR	\$51,559	\$0	\$51,559
3rd YEAR	\$58,760	\$0	\$58,760
4th YEAR	\$65,961	\$0	\$65,961
5th YEAR	\$73,163	\$0	\$73,163
6th YEAR	\$80,364	\$0	\$80,364
7th YEAR	\$87,569	\$0	\$87,569
8th YEAR	\$94,767	\$0	\$94,767
9th YEAR	\$101,967	\$0	\$101,968
10th - 14th YEAR	\$101,967	\$1,145	\$103,112
15th - 19th YEAR	\$101,967	\$2,335	\$104,302
20th - 24th YEAR	\$101,967	\$3,240	\$105,207
25th + YEARS	\$101,967	\$4,106	\$106,073

FIREFIGHTERS

<u>YEARS</u>	<u>BASE</u>	<u>LONGEVITY</u>	<u>TOTAL</u>
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JANUARY 1, 2019

SCHEDULE "B" CONTINUED

SCHEDULE "B" CONTINUED

JANUARY 1, 2019

**FIRE OFFICIAL**

3rd - 9th YEAR	\$118,085	\$0	\$118,085
10th - 14th YEAR	\$118,085	\$1,295	\$119,380
15th - 19th YEAR	\$118,085	\$2,551	\$120,636
20th - 24th YEAR	\$118,085	\$3,488	\$121,573
25th + YEARS	\$118,085	\$4,470	\$122,555

**CAPTAIN**

3rd - 9th YEAR	\$118,085	\$0	\$118,085
10th - 14th YEAR	\$118,085	\$1,346	\$119,431
15th - 19th YEAR	\$118,085	\$2,654	\$120,739
20th - 24th YEAR	\$118,085	\$3,649	\$121,734
25th + YEARS	\$118,085	\$4,592	\$122,677

**BATTALION CHIEF**

4th - 9th YEAR	\$131,549	\$0	\$131,549
10th - 14th YEAR	\$131,549	\$1,427	\$132,976
15th - 19th YEAR	\$131,549	\$2,814	\$134,363
20th - 24th YEAR	\$131,549	\$3,868	\$135,417
25th + YEARS	\$131,549	\$4,866	\$136,415

SCHEDULE "B" CONTINUED

JANUARY 1, 2020

<u>YEARS</u>	<u>BASE</u>	<u>LONGEVITY</u>	<u>TOTAL</u>
<b>FIREFIGHTERS</b>			
ACADEMY	\$34,458	\$0	\$34,458
1st YEAR	\$45,245	\$0	\$45,245
2nd YEAR	\$52,590	\$0	\$52,590
3rd YEAR	\$59,935	\$0	\$59,935
4th YEAR	\$67,280	\$0	\$67,280
5th YEAR	\$74,626	\$0	\$74,626
6th YEAR	\$81,971	\$0	\$81,971
7th YEAR	\$89,320	\$0	\$89,320
8th YEAR	\$96,662	\$0	\$96,662
9th YEAR	\$104,006	\$0	\$104,007
10th - 14th YEAR	\$104,006	\$1,145	\$105,151
15th - 19th YEAR	\$104,006	\$2,335	\$106,341
20th - 24th YEAR	\$104,006	\$3,240	\$107,246
25th + YEARS	\$104,006	\$4,106	\$108,112

**FIRE INSPECTOR**

3rd YEAR	\$96,310	0	\$96,310
4th YEAR	\$102,877	\$0	\$102,877
5th YEAR	\$104,893	\$0	\$104,893
10th - 14th YEAR	\$111,126	\$1,244	\$112,370
15th - 19th YEAR	\$111,126	\$3,121	\$114,247
20th - 24th YEAR	\$111,126	\$3,377	\$114,503
25th + YEARS	\$111,126	\$4,463	\$115,589

SCHEDULE "B" CONTINUED

JANUARY 1, 2020

**FIRE OFFICIAL**

3rd - 9th YEAR	\$120,447	\$0	\$120,447
10th - 14th YEAR	\$120,447	\$1,295	\$121,742
15th - 19th YEAR	\$120,447	\$2,551	\$122,998
20th - 24th YEAR	\$120,447	\$3,488	\$123,935
25th + YEARS	\$120,447	\$4,470	\$124,917

**CAPTAIN**

3rd - 9th YEAR	\$120,447	\$0	\$120,447
10th - 14th YEAR	\$120,447	\$1,346	\$121,793
15th - 19th YEAR	\$120,447	\$2,654	\$123,101
20th - 24th YEAR	\$120,447	\$3,649	\$124,096
25th + YEARS	\$120,447	\$4,592	\$125,039

**BATTALION CHIEF**

4th - 9th YEAR	\$134,180	\$0	\$134,180
10th - 14th YEAR	\$134,180	\$1,427	\$135,607
15th - 19th YEAR	\$134,180	\$2,814	\$136,994
20th - 24th YEAR	\$134,180	\$3,868	\$138,048
25th + YEARS	\$134,180	\$4,866	\$139,046



**RESOLUTION NO. 2018-214**

**City of Asbury Park  
County of Monmouth  
State of New Jersey**

**AUTHORIZATION TO RATIFY THE INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS (IAFF) UNION CONTRACT**

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Asbury Park that the City Manager is hereby authorized to ratify and execute the contract for the International Association of Firefighters (IAFF) union contract.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-214 which was finally adopted by the City Council at a meeting held on the 13th day of June, 2018

CERTIFIED BY ME THIS 13th DAY OF June, 2018.

Cindy Dye, City Clerk

6/14/2018

MELODY HARTSGROVE  
CITY CLERK

✓ Vote Record - Resolution 2018-214					
<input checked="" type="checkbox"/> Adopted <input type="checkbox"/> Adopted as Amended <input type="checkbox"/> Defeated <input type="checkbox"/> Tabled <input type="checkbox"/> Withdrawn <input type="checkbox"/> Second Reading					
		Yes/Aye	No/Nay	Abstain	Absent