

AGREEMENT

BETWEEN

CITY OF ASBURY PARK,
MONMOUTH COUNTY, NEW JERSEY

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 384, AFL-CIO-CLC
(IAFF)

JANUARY 1, 2021 THROUGH DECEMBER 31, 2025

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PREAMBLE

This Agreement entered into this 1st day of January 2021, 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 them, or if the monies due and owing to them 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 by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City, including the use of improved methods and equipment, to determine the number of employees needed at any particular time, and to be in sole charge of the quality of work required;

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 in accordance with New Jersey State Statutes and Civil Service Rules and Regulations;

4. To conduct layoffs off in accordance with the New Jersey State Civil Service Commission Rules and Regulations, and applicable New Jersey State Statutes, whenever it shall be necessary.

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 in the Department's electronic records management system, accessible to all employees, for a period of not less than thirty (30) days. 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, for members not assigned to the Chief's office, 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:

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

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

F. Members assigned to the Chief's office shall work either 10-hour days, 4 days per week or 8-hour days, 5 days per week. The work week for Firefighters assigned to the Chief's office shall be as determined by the Chief.

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 their scheduled tour of duty, if said Union member has not been on sick leave (excluding injury leave) during their 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 their regular tour of duty after completion of an overtime tour. All overtime will be voluntary, except as aforesaid in the event of any declared State of 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 or electronic records management system, and this record shall show the date of call and the response from each person called as to whether it was refused, on duty, no answer, sickness or vacation. If a Union member refuses, cannot be reached or is sick, they 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 within a 5-mile radius of the City of Asbury Park. 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 on a scheduled day off, they 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 their option, elect to receive compensatory time (at the rate of double time the hours worked) in lieu of overtime pay, not to exceed a maximum accumulation of one-hundred and

twenty (120) work hours. An employee shall select their option and notify the officer 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-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.

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. 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 their 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.

Vacations shall be earned in the following manner:

One through four years	Not to exceed 5 working days
Five through nine years	Not to exceed 6 working days
Ten through fourteen years	Not to exceed 7 working days
Fifteen through nineteen years	Not to exceed 8 working days
Twenty through twenty-four years	Not to exceed 9 working days
Twenty-five years and thereafter	Not to exceed 10 working days

Vacation days are earned one-third (1/3) of one day per month for new employees through December 31st in the year in which they are hired. Vacation days are earned on a prorated basis for terminating or retiring employees.

B. 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.

C. Members of the rank of Battalion Chief shall select their vacation independently according to their seniority in rank. The Battalion Chiefs shall submit their vacation request to the Chief not later than

November 15th of the previous year. No more than two (2) Battalion Chiefs shall be on vacation at any given time.

D. Once a member has chosen their vacation according to the seniority ranking on their 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 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.

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

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

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. 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, they shall receive their 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 as often as needed and determined by the City's insurance administrators to determine if they are 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 their 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 their full duties as shall be directed by the Chief of the Fire Department or their 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. If the second opinion disagrees with the City's doctor as to whether the employee is entitled to injury leave, the dispute shall be submitted to a third doctor who shall be selected as outlined in Section G.

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 they are not on injury leave with pay. In addition to said compensations, the employee shall also receive traveling expenses at the Federal Rate per mile, plus reimbursement for 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 City's 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 their 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.

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 herein before provided for three (3) consecutive days, shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for two (2) or more consecutive shifts 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 three (3) days in one calendar year, consisting of periods of less than two (2) 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 can 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 can 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 of vacation leave 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 day 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 st and March 31 st	2 days
Hired between April 1 st and June 30 th	1 ½ days

Hired between July 1 st and September 30 th	1 day
Hired between October 1 st and December 31 st	½ day

F. In the event any firefighter dies prior to retirement, their estate shall receive payment of this accumulated sick time up to twenty-five percent (25%) of their accumulated days, not to exceed four-hundred and eighty (480) hours at the prevailing rate, not to exceed \$15,000.

G. In the event any firefighter dies while on duty, their estate shall receive payment of their 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 (1⅓) days for each month earned.

ARTICLE XV - INSURANCE

A. Any current firefighter, upon the date this is ratified, who retires under the Police-Firemen's Retirement Plan shall receive paid medical insurance after retirement, providing that said employee has twenty (20) years or more of service credit with PFRS. This provision shall not include any benefits for the retired employee's spouse or dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972 and Chapter 78.

B. The City shall provide 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 laws of the State of New Jersey or Federal Government. The City, however, shall have the option of providing equal to or better 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, subject to employee contributions here fore of Chapter 78 of the laws of the State of New Jersey. All employees shall pay the highest percentage under Chapter 78 for their salary.

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. The City of Asbury Park shall continue its practice of providing individual health insurance to an employee who retires on a disability pension. This provision shall not include any hospitalization or other benefits for the retired employee's spouse or dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972 and Chapter 78.

E. "Deferred" retirement shall not entitle an employee to receive hospitalization pursuant to this Article.

ARTICLE XVI - LEAVE FOR UNION BUSINESS

The City agrees that an annual maximum of one-hundred and ninety-two (192) on duty hours, in the aggregate, 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 Chief in writing of its intentions to do so no later than thirty (30) days 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) consecutive working hours off for a death in the immediate family with pay. The immediate family shall consist of parent, spouse/domestic partner, child/step-child, sibling, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent, and grandchild.

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 their 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, their 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 Public Employment Relations Commission to appoint an arbitrator who shall have full power to resolve the dispute between the parties, and their 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 their 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, 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 enroute 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.

1. 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 clothing/uniform allowance of one thousand five hundred dollars (\$1,500.00) annually for the purchase and maintenance of necessary clothing and work-related items. This allowance shall be rolled into base salary effective 1/1/2022.

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 so long as the damage or contamination is not due to the negligence of the employee. 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 so long as the damage or contamination is not due to the negligence of the employee. 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 so long as the damage or contamination is not due to the negligence of the employee.

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 2021 through 2025 as set forth in Schedule "A" attached hereto.

B. New hires shall remain at the Academy step until they obtain the New Jersey Firefighter 1 certification and satisfactorily completes EMS classes.

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

D. Effective January 1, 2021, 1.0% exclusive of step increases.

Effective January 1, 2022 1.5% exclusive of step increases.

Effective January 1, 2023 1.75% exclusive of step increases.

Effective January 1, 2024 2.0% exclusive of step increases.

Effective January 1, 2025 2.25% exclusive of step increases.

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 seventeen (17) 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
Juneteenth	
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	10th year	15th year	20th year	25th 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.

C. All employees hired after January 1, 2022 shall not be entitled to longevity.

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 they 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 they are suspect or is the target of a criminal investigation, they 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 City 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 XXVIII - TOUR EXCHANGE

A. The Chief of the Department or the officer in charge may grant, at their 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 they were working on their 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

A. The City shall provide adequate space in each Fire Department facility designated by the Fire Chief for an exclusive Association bulletin board. The Association may use the bulletin board to post notices of Association meetings, Association recreational and social affairs, Association elections, organizational appointments concerning the Association, and notices concerning the welfare of the employees, generally.

B. Postings shall not be inflammatory, discriminatory, disparaging, obscene, defamatory, or derogatory. Bulletin boards shall not be used to post any information or materials pertaining to political candidates (e.g., candidates for City elected office). All postings shall be signed by an Association officer and shall bear the official Association emblem.

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 their file. Any employee of this Union shall have the right, at reasonable times, to examine their 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 provide up to \$500 for the purpose of purchasing a retirement badge to any member who completes their 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 employed by the City of Asbury Park.

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 first step rate of the superior position while performing the duties of the same.

ARTICLE XXXIV - 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 sixty-seven and one-half ($67 \frac{1}{2}$) days of the accumulation at full pay at the rate of pay in existence on the day of the employee's retirement.

ARTICLE XXXIII - 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 XXXIV - VACATION EXCHANGE

Employees may exchange portions of their vacation with other employees on the same tour of duty, subject to and conditioned upon the written approval of the Chief of the Fire Department.

ARTICLE XXXV - ACTIONS AGAINST FIREFIGHTERS

A. The City shall, pursuant to the terms and conditions set forth below, upon the timely request of any present or former member, provide for their defense and indemnification (herein referred to jointly as “Coverage”) of any civil action brought against said person arising from an act or omission falling within the scope of their public duties for the City’s Fire Department.

B. In the event the City is provided with insurance coverage by its joint insurance fund or commercial carrier, (a) Coverage shall be dictated by the terms and conditions of said carrier’s policies and procedures, and (b) defense counsel will be assigned at the sole discretion of the City or its carrier. Member further acknowledges and agrees that at the City or its carrier’s sole discretion, one or more members may have common defense counsel assigned to their defense.

C. The City shall not indemnify any member against the payment of punitive damages, penalties, or fines, but may provide for the legal defense of such claims in accord with the standards set forth herein. The City or its carrier may refuse to provide Coverage for any civil action if the City or its carrier determines that, (a) the act or omission did not occur within the scope member’s employment with the City; (b) the act or failure to act was the result of actual fraud, willful misconduct or actual malice of the person requesting defense and indemnification; or (c) the defense of the action or proceeding by the City would create a conflict of interest between the City and the person or persons involved.

D. For purposes of this agreement, the duty and authority of the City to provide Coverage shall extend to cross-claims or counterclaims that may be asserted against said person but not to affirmative claims said member may wish to assert.

E. In any other action or proceeding, including criminal proceedings, the City may provide for the defense of a present or former member, if the City or its carrier, in its sole discretion, concludes that such representation is in the best interest of the City and that the person to be defended acted or failed to act in accord with the standards set forth in this agreement or the City’s Personnel Manual.

F. Whenever the City provides for the defense of any Member as set forth herein and as a condition of such defense, the City shall assume exclusive control over the representation of such persons defended except as set forth herein.

G. In the event Member fails to provide prompt notice of any claim asserted against them or to reasonably cooperate with the attorney assigned to their defense, Coverage may be denied or terminated by the City or its carrier.

H. In the event a member determines to retain his/her own attorney for purposes of representation of punitive damages or possible uncovered claims in any civil action, neither the City nor its carrier shall be responsible for the payment of that attorney's fees and expenses.

ARTICLE XXXVI - 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 - 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 XLI - TRAINING

A. The Chief 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 via electronic notification, and the city will endeavor to give the employee thirty (30) days' notice, however, will give no less than twenty (20) days' notice. The hours to be used for such schedule change shall be ninety-six (96) hours per year.

First year employees and employees promoted for one (1) year after promotion may be sent for training on an as needed basis.

ARTICLE XLIV - TERM AND RENEWAL

This agreement shall be for a period of five (5) years, commencing January 1, 2021 and shall remain in effect up to and including December 31, 2025. This Agreement will expire on January 1, 2026. 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 ____ day of _____, 2021.

CITY OF ASBURY PARK

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

DONNA VIEIRO, CITY MANAGER

FRED BATES, PRESIDENT

WITNESS: _____

BASE SALARY INCREASE	1.00%	1.50%	1.75%	2.00%	2.25%
EFFECTIVE DATE	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
ACADEMY STEP	\$34,803	\$36,825	\$37,675	\$38,429	\$39,294
1ST YEAR	\$45,697	\$47,882	\$48,988	\$49,968	\$51,092
2ND YEAR	\$53,116	\$55,413	\$56,692	\$57,826	\$59,127
3RD YEAR	\$60,534	\$62,942	\$64,395	\$65,683	\$67,161
4TH YEAR	\$67,953	\$70,472	\$72,100	\$73,542	\$75,196
5TH YEAR	\$75,373	\$78,004	\$79,805	\$81,401	\$83,232
6TH YEAR	\$82,791	\$85,533	\$87,509	\$89,259	\$91,267
7TH YEAR	\$90,214	\$93,067	\$95,217	\$97,121	\$99,306
8TH YEAR	\$97,629	\$100,593	\$102,917	\$104,975	\$107,337
9TH YEAR	\$105,046	\$108,122	\$110,619	\$112,831	\$115,370
10TH YEAR	\$105,931	\$110,927	\$115,217	\$119,019	\$123,780
11TH YEAR	\$106,815	\$111,519	\$118,008	\$122,882	\$132,663
FIRE INSPECTOR 3RD YEAR	\$98,910	\$103,378	\$109,393	\$113,911	\$122,978
FIRE INSPECTOR 4TH YEAR	\$105,655	\$110,324	\$116,744	\$121,566	\$131,242
FIRE INSPECTOR 5TH YEAR	\$107,725	\$112,457	\$119,001	\$123,915	\$133,779
FIRE INSPECTOR 10TH-25TH+ YEARS	\$114,126	\$119,050	\$125,977	\$131,180	\$141,622
FIRE OFFICIAL	\$123,702	\$128,914	\$136,415	\$142,049	\$153,356
CAPTAIN	\$123,702	\$128,914	\$136,415	\$142,049	\$153,356
BATTALION CHIEF	\$137,805	\$143,439	\$151,785	\$158,054	\$170,635