

AGREEMENT
BETWEEN
CITY OF CAPE MAY
COUNTY OF CAPE MAY, NEW JERSEY
AND
CAPE MAY I.A.F.F. LOCAL 3495

January 1, 2016 through December 31, 2020

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS CONTRACT

Execution Draft
Final Agreement 7/5/16

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 AND
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January 1, 2016 through December 31, 2020

PREAMBLE

THIS AGREEMENT made and entered into as of this the 1st day of January, 2016, between the City of Cape May, a Municipal corporation of the State of New Jersey ("City") and Local #3495 of the International Association of FireFighters ("I.A.F.F. Local 3495" or "I.A.F.F.>").

INTRODUCTORY STATEMENT

THIS AGREEMENT is made to effectuate the policy of Chapter 123 of the 1974 Laws of New Jersey, R.S. Cum. Suppl. 34:13A-1, et seq. (hereafter "Chapter 123") and to formalize agreements reached through negotiations conducted in good faith between the City and I.A.F.F. Local 3495 with respect to grievances and terms and conditions of employment.

WITNESSETH:

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the I.A.F.F. Local 3495 to the end that continuous and efficient service shall be rendered to and by both parties, for the benefit of both:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 – RECOGNITION

A. The City hereby recognizes I.A.F.F. Local 3495 as the sole and exclusive representative of all uniformed, full time, year-round, paid employees, not including the Chief, in the Fire Department of the City of Cape May, for the purpose of bargaining with respect to rates of pay, wages, hours of work, safety, and working conditions. Unless specified otherwise herein, the term "firefighter" shall apply to all employees represented by I.A.F.F. Local 3495, and they are also sometimes referred to individually as "employee" or collectively as "employees".

B. The term "City Manager or a designated representative" is recognized to be a person officially acting as the City Manager or a person specifically designated by the City Manager. This person shall be fully authorized and accountable for all actions taken concerning this Agreement and employees covered by it.

C. For the purposes of this Agreement, the date of hire shall mean the date on which the employee is hired as a permanent full-time paid firefighter under New Jersey Civil Service Law, and not when hired in any other capacity.

ARTICLE 2 – ASSOCIATION REPRESENTATIVE AND MEMBERS

A. The City Manager or a designated representative agrees to grant the necessary time off, not to exceed the day(s) designated, without discrimination to any employee designated by I.A.F.F. Local 3495 to attend state and national meetings provided seventy-two (72) hours written notice is given to the City Manager by I.A.F.F. Local 3495. Time off shall be granted without loss of pay. No more than one employee shall be granted time off at any one time. Time off shall be exercised reasonably.

B. Authorized representatives of the I.A.F.F. Local 3495 shall be allowed to visit fire headquarters for the purpose of ascertaining whether or not this Agreement is being violated. This right shall be exercised reasonably. Upon entering the premises, the authorized representatives shall notify the City Manager or the City Manager's designated representative.

ARTICLE 3 – SEPARABILITY AND SAVINGS

A. Nothing contained herein shall be construed to deny or restrict any paid firefighter of such rights as may exist under any other applicable laws or regulations.

B. If any provision of this Agreement or part thereof or any application of this Agreement to any employee or group of employees is contrary to law, then such provision or part thereof and the application shall be not deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect.

ARTICLE 4 – LEAVE OF ABSENCE

A. A leave of absence without pay may be granted for a good cause to any employee for a period of six (6) months. This is to be at the discretion of the City Manager in accordance with Civil Service provisions. The City Manager shall consult with the Chief before granting leave. The leave may be extended for an additional six (6) months. Such permission shall not be arbitrarily denied.

B. Family/Medical Leave of Absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" and the "New Jersey Family Leave Act N.J.F.L.A. and the regulations promulgated pursuant to those statutes. Under the provisions of these statutes, an employee is entitled to twelve (12) weeks of leave during a twelve (12) month period. Employees shall be entitled to leave for the Employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, an employee may take leave to care for a parent, child or parent-in-law. The circumstances under which leave may be taken vary depending on the type of leave requested and the City will grant leave in accordance with the provisions of each statute, the regulations issued for each statute, and judicial decisions interpreting the requirements of each statute. Employees taking FMLA or

NJFLA Leaves may be required to use accrued sick leave, vacation, and administrative leave concurrent with the approved leave. The City retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

ARTICLE 5 – VACATIONS

A. Annual vacation leave shall be granted on the basis of the number of years of continuous City employment in accordance with the following schedule:

Years of Service	Vacation 24-Hr. Days (Hours)	Years of Service	Vacation 24-Hr. Days (Hours)
*1 st	(See * Footnote)	11 th	15 (360)
2 nd	6 (144)	12 th	15 (360)
3 rd	9 (216)	13 th	15 (360)
4 th	9 (216)	14 th	15 (360)
5 th	9 (216)	15 th	15 (360)
6 th	12 (288)	16 th	15 (360)
7 th	12 (288)	17 th	15 (360)
8 th	12 (288)	18 th	15 (360)
9 th	12 (288)	19 th & Over	18 (432)
10 th	12 (288)		

* Employees hired prior to July 1 shall be entitled to three (3) days (72 hours) of vacation during their first year of service. Employees hired after July 1 and before October 1 shall be granted one (1) day (24 hours) vacation. Employees hired after October 1 shall not be entitled to vacation leave during the remainder of the calendar year.

Effective January 1, 2016, all employees shall receive the following annual vacation leave with pay for their continuous service with the City, except as otherwise provided:

a. during first year of service, Employees hired prior to July 1 shall be entitled to three (3) days (72) hours of vacation during their first year of service. Employees hired after July 1 and before October 1 shall be granted one (1) day (24) hours vacation. Employees hired after October 1 shall not be entitled to vacation leave during the remainder of the calendar year.

- b. 144 hours after one year and up to five years of service.
- c. 216 hours after five years and up to 15 years of service.
- d. 288 hours after 15 years of service.

The Vacation Schedule in the current agreement which expired on December 31, 2015 shall no longer be in effect on and after January 1, 2016. Nevertheless, any current employee who is entitled as of December 31, 2015 to a greater amount of Vacation leave under that Vacation Schedule shall be entitled to and be frozen at those Vacation hours until he/she is entitled to a greater amount under the new January 1, 2016 Vacation Schedule.

Employees shall take vacations in work weeks consisting of seventy-two (72) scheduled work hours. Regardless of the number of scheduled work hours in a vacation week, seventy-two (72) hours shall be deducted from an employee's vacation leave balance. In the event an employee does not have 72 hours remaining in their bank, the employee shall take the remaining hours all at once.

B. Vacation allowance must be taken during the current calendar year, at such time as permitted or directed by the City Manager unless the City Manager determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

C. Seniority shall determine vacation preference for all employees holding the same rank. Superior officers shall supersede seniority. Vacations shall be taken in accordance with the schedule submitted to the City Manager no later than January 2 of the year in which the vacation is to be taken. Vacations may be taken beginning January 2 and ending December 31. The schedule shall be submitted by the Chief of the Fire Department. Changes may be made with the approval of the Chief and City Manager.

D. The City may, by mutual consent with any employee covered by the terms of this Agreement, pay the value of any vacation or personal day or days, which shall be worked and deducted from the unused balance of said leave. Subject to annual budget appropriations, any such offer by the City to pay the value of any vacation or personal days shall be made equally to all employees covered by this Agreement.

E. Vacation entitlements are based on an employee's "years of service", which is calculated by subtracting the year of hire from the current year then by adding one (1). The anniversary date year of hire for all firefighters hired prior to or on July 1, 1991 shall be January 1 of the calendar year hired. The anniversary date year of hire for all firefighters hired after July 1, 1991 shall be as follows: January 1 of the calendar year hired for those hired prior to or on July 1; and January 1 of the next succeeding calendar year for those hired after July 1.

F. Present policy of the City is to credit the full number of vacation leave hours to each employee at the beginning of each year in anticipation of continued employment for the remainder of said year. Nevertheless, annual vacation leave is earned on a pro-rated basis based upon an employee's actual service with the City during the full year. In the event an employee does not earn a portion of vacation or other leave credited at the beginning of the year due to resignation, retirement, leave of absence, or other circumstances when leave does not accrue, the amount of leave not earned shall be deducted from the employee's leave balance and, if unearned leave has been utilized, the city shall recover the value of any unearned leave utilized by payroll deductions. In the event an employee has utilized unearned leave in excess of pay due, then the employee shall be obligated to pay the value of the unearned leave used to the City.

Vacation time shall be taken in full scheduled tours of duty. No more than one employee from the same shift may be off at the same time for any scheduled leave, which shall be defined as vacation, personal or compensatory time. Additional employees may be approved for scheduled leave provided it does not create an overtime situation. See Article 8, Section E.

ARTICLE 6 – WORK WEEK, OVERTIME

A. The present work week shall be governed by the following:

1. Employees shall work one twenty-four (24) hour duty day, commencing at 7:30 A.M. and ending at 7:30 A.M. twenty-four (24) hours later, followed by forty-eight (48) hours off duty and continuing the same pattern over a twenty-one (21) day cycle for a total of seven (7) twenty-four (24) hour work days totaling one hundred sixty-eight (168) hours over each twenty-one (21) day cycle, and also totaling two thousand nine hundred twelve (2,912) hours for each calendar year.

2. Except that for the purpose of insuring adequate emergency medical services (“EMS”) coverage, the City Manager or a designated representative may assign employees to work on a different shift schedule than the employee is ordinarily assigned. The Deputy Chief and shift Lieutenant are excluded from this reassignment provision.

3. All hours worked beyond one hundred fifty-nine (159) hours in a 21-day, three-week cycle, shall be considered overtime.

B. If an employee is authorized to work beyond his regular tour of duty hours by the City Manager or his designated representative, the employee shall be paid at the rate of time and one-half for the number of hours actually worked.

C. For the purpose of calculating overtime during change of shifts, the following schedule shall be used:

0 – 10 minutes	No compensation
11 – 30 minutes	1/2 hour compensation
Over 31 minutes	One (1) hour compensation

D. Recall To Duty. In the event a firefighter is called to duty by the City Manager or a designated representative, other than EMS on a scheduled day off, the firefighter shall be paid for all hours worked at the rate of time and one-half based on the schedule set forth in Article 6.C.

E. Whenever a firefighter acts in a higher rank pursuant to orders by the City Manager or a designated representative, the firefighter shall receive pay for the higher rank for the time actually worked in that capacity; provided that if the firefighter was hired on or after January 1, 2006, he or she shall receive a pay differential based on an annual wage increase in the amount of \$4,500.00 prorated for the number of days worked in the higher rank. This provision shall not apply when the substitution is triggered by vacation. The actual entitlement to pay shall commence after completion of a complete cycle, that is, one hundred fifty-nine (159) regular hours and nine (9) overtime hours in a 21-day, three week cycle. On the one hundred and sixty-ninth (169th) hour, the increased rate of pay shall commence. When a firefighter is assigned to act in a higher rank, the firefighter shall remain continuously in that rank until the

situation is remedied by the return of the higher ranked employee or the position is filled from a current Civil Service List. Acting assignments in the position of Chief shall be filled by the Deputy Chief. Acting assignments in the position of Deputy Chief shall be filled from the top three (3) employees on the Civil Service List for position of Deputy Chief; or, in the absence of a Civil Service List, from the three (3) most senior employees from the next lower rank. Acting assignments in the position of Lieutenant shall be filled from the top three (3) employees on the Civil Service List in the position of Lieutenant; or, in the absence of a Civil Service List, from the three (3) most senior employees from the next lower rank.

F. In the event any firefighter responds to any fire alarm, tone, or other call in circumstances other than the recall to duty set forth in Article 6.D. above, the firefighter shall be covered by all current insurance and liability provisions.

G. In the event any off-duty emergency medical technician ("EMT") responds to participate in an ambulance run and/or perform EMS at any time when on-duty personnel are unable to respond to necessary emergency medical service calls and in circumstances other than the recall to duty set forth in Article 6.D. or the fire response set forth in 6.F. above, the EMT shall be paid a lump sum of One Hundred (\$100.00) Dollars instead of overtime pay. Only the first two (2) EMT's who are actually required to participate in an ambulance run and/or perform EMS shall receive said One Hundred (\$100.00) Dollars lump sum compensation. If it is necessary for a responding off-duty EMT to remain at the fire station to permit other EMT's to handle an emergency call, such duty shall be considered participation in said emergency. If two (2) EMT's are needed and more than two (2) respond, only the first two (2) EMT's who arrive are entitled to such compensation unless specifically authorized by the highest-ranking firefighter/EMT involved in said emergency. In any instance where more than two (2) EMT's are authorized to be compensated pursuant to this paragraph, the highest-ranking firefighter/EMT who issued said authorization shall report the circumstances to the City Manager or a designated representative promptly after the emergency situation has been abated. It is expressly understood that the lump sum provisions of this paragraph are to be paid instead of time and one-half overtime pay.

H. In the event an employee attends fire or EMS related classes not mandated as a condition of employment, the employee will be eligible for reimbursement of a lump per diem sum of Forty (\$40.00) Dollars for each half-day class (up to four (4) hours) and Eighty (\$80.00) Dollars for each full-day class (more than four (4) hours), which shall be a per diem reimbursement for expenses related to meals and lodging; provided that the classes are first approved by the Chief and City Manager and do not exceed the equivalent of three (3) full days per year.

ARTICLE 7 – REQUIRED CERTIFICATIONS

A. Cardiopulmonary Resuscitation ("CPR"). All members of the I.A.F.F. Local 3495 required to annually maintain current CPR accreditation throughout each member's term of employment. Each employee shall be responsible for arranging to attend any necessary training or recertification sessions and the City shall not be liable to pay any overtime, compensatory

time, or any other expense in connection with such training except as specified below. New employees must have certification prior to date of hire.

B. EMT and Automatic Electronic Defibrillation ("AED"). All members of I.A.F.F. Local 3495 are required to maintain current EMT and AED accreditations throughout each member's term of employment.

1. The City shall be responsible to arrange for all required EMT and AED recertification training opportunities for each employee so that recertification can be earned prior to the expiration of each employee's current certification.

2. Each employee shall be responsible for attending and successfully completing any necessary training or recertification sessions to maintain current EMT and AED accreditation.

3. The City shall not be liable to pay any overtime, compensatory time, or any other expense in connection with attending such training.

4. New employees must have certification prior to date of hire.

ARTICLE 8 – HOLIDAY PAY AND PERSONAL DAYS OFF

A. As compensation for working on holidays, employees hired prior to January 1, 2011 shall receive a sum of money to be included in the regular bi-weekly pay equal to fourteen (14) paid holidays. Said holiday pay shall be calculated as follows: add to the employee's base salary any longevity pay; then divide that sum by 2912 (the number of hours regularly scheduled to work per year); then multiply the resulting quotient by 24 (the normal shift schedule); and finally, multiply the resulting product by 14 (the number of holidays per year).

Example:

Base Salary for current year	\$80,836.00
Add longevity pay of 4%	+ 3,223.00
Subtotal	\$84,059.00
Divide by 2912	<u>/ 2,912.00</u>
Quotient	28.87
Multiply x 24	<u>x 24</u>
Product	\$ 692.88
Multiply x 14 (total holidays yearly)	<u>x 14</u>
Result	\$ 9,700.32

B. Employees hired on or after January 1, 2011 shall not receive any additional compensation for holidays but shall receive compensation at the rate of time and one-half for all hours actually worked on a holiday. The recognized holidays are as follows:

1. New Year's Day

8. Columbus Day

- | | |
|--------------------------|---------------------------------|
| 2. Lincoln's Birthday | 9. Veteran's Day |
| 3. Washington's Birthday | 10. General Election Day |
| 4. Good Friday | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Day After Thanksgiving |
| 6. Independence Day | 13. Christmas Day |
| 7. Labor Day | 14. Martin Luther King Birthday |

By way of example, if a firefighter earning \$36,000.00 works a regular shift that starts at 7:30 A.M. on a holiday and ends at 7:30 A.M. on the following day, he will be paid at time and one-half for the hours of 7:30 A.M. on the holiday until midnight, totaling sixteen and one-half (16 ½) hours. The additional pay for working the holiday will thus be the one-half time in the amount of One Hundred One Dollars and Ninety-Seven Cents (\$101.97) calculated as follows:

Example:

Base Salary for 2012	\$36,000.00
Divide by 2912	<u>/ 2,912.00</u>
Quotient	\$ 12.36
Multiply x 16 ½	x 16 ½
Product	<u>\$ 203.94</u>
Multiply x 1/2	<u>x 1/2</u>
Result	\$ 101.97

C. Employees covered by this Agreement shall receive three (3) personal days off per year with pay. Personal Leave Days are earned on a pro-rated basis. New employees shall only receive one (1) Personal Leave Day for each four (4) full months of employment during their initial year of employment. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with three (3) Personal Leave Days. An employee who leaves City service before the end of a calendar year shall have his or her Personal leave Days pro-rated, based upon time earned. An employee shall reimburse the City for paid Personal Leave Days used in excess of his or her pro-rated entitlement.

D. When a special holiday is declared by the City in addition to the fourteen (14) paid holidays for which compensation is provided as set forth in Article 8.A. above, firefighters shall receive additional compensation for the additional holiday, computed on the same basis. If said special holiday is a portion of a day, compensation shall be prorated (i.e. a half-day (4 hours) holiday for 8-hour employees shall mean that firefighters who work a 24-hour day shall be entitled to be paid for twelve (12) hours).

E. In cases where more than one employee per shift wishes time off, the individual with the most seniority will be given the day off. In the event more than one person on a shift

requests time off, it will be given at the discretion of the Chief based on overtime requirements. If the requesting employee can arrange for coverage on their shift on that day, without the department incurring any overtime, time off will be granted. In all cases, a minimum of forty-eight (48) hours notification time must be provided to the Chief.

ARTICLE 9 – SICK LEAVE

A. “Sick Leave” means any absence of an employee because of illness, exposure to contagious disease, attendance upon a member of the immediate family who is seriously ill and required the care of attendance of such employee, or death in the employee’s immediate family.

B. “Immediate Family” means parents, stepparents, grandparents, spouse, child, mother-in-law, father-in-law, foster child, sister, or brother of the employee. It shall also include a relative of the employee permanently residing in the employee’s household.

C. Employees shall be given time off without deduction from pay or time owed, for death in the immediate family, from the day of death, up to and including the day of the funeral, not to exceed four (4) calendar days.

D. If an employee is incapacitated and unable to work because of an injury while in the line of duty, the employee shall be entitled to injury leave, with full pay, during the period in which the employee is unable to perform routine and customary duties, as certified by the employee’s own doctor. Work related injury leave shall not be deducted from “sick leave” in Section A. However, the City reserves the right to have the employee examined. Such payments shall be discontinued when an employee is placed on disability leave or pension.

E. The amount of Sick Leave is earned on a pro-rated basis. Each employee shall earn one (1) working day of sick leave with pay for each month of service from the date of appointment up to and including the December 31st following such date of appointment, and fifteen (15) days sick leave with pay for each calendar year thereafter. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. If an employee required none or only used a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his credit from year to year. The employee shall be entitled to such accumulated sick leave with pay if and when needed. An employee who leaves employment for any reason during the calendar year shall reimburse the City for paid sick days used in excess of his or her pro-rated and accumulated entitlement.

An employee shall be required to submit acceptable medical evidence substantiating his/her illness from a physician acceptable to the City if he/she is absent on sick leave for more than two consecutive tours of duty or more than five times in one calendar year or whenever there is reason to believe that the employee is abusing sick leave.

Where there is a pattern of abuse of sick leave, the City shall have the right to have the employee examined by a physician of the City’s choice, at the City’s expense.

F. If an employee is out for reasons covered under Article 9.A., he or she is required to notify the Officer in charge at least one (1) hour prior to the beginning of his or her shift. The person calling out sick will be at their residence or place of confinement for the period of time that they would normally be working, except when he or she is obtaining medical treatment for the illness causing the need for sick time.

G. Sick time must be taken in a minimum of four (4) hour increments.

H. Any employee who retires with twenty-five (25) years of service with the City will be allowed to "cash in" up to one hundred and fifty (150) sick days at one hundred dollars (\$100.00) per day, up to a maximum of Fifteen Thousand (\$15,000.00) Dollars.

ARTICLE 10 – INSURANCE, HEALTH AND WELFARE

A. The City shall continue to provide and maintain group health benefits coverage and dependent coverage for all permanent full time employees beginning on the first of the month following sixty (60) days of employment, as presently offered through the New Jersey State Health Benefits Plan (SHBP).

B. The City shall have the right to change insurance carriers so long as substantially similar benefits are provided.

C. Upon retirement after twenty-five (25) years of service to the City, the City will provide full time employees and their eligible dependents at the time of retirement, lifetime medical coverage as set forth in this Article and subject to (1) the conditions established below and (2) the requirements of SHBP, including requirements to participate in Medicare. Retirees shall be required to contribute toward the cost of their health benefits in accordance with P.L. 2011, Chapter 78.

Retirees and their eligible dependents shall receive the same coverage in effect for current employees, not the benefits in effect at the time of retirement.

Dependents covered in retirement shall be specific to the individual covered at the time of retirement and an employee is prohibited from adding additional dependents after his/her retirement, except for a child born to the retiree and his then current spouse. For example, if a retiree retires with coverage for himself and his spouse and, subsequently, the spouse dies, the retiree will then only receive individual coverage, even if the retiree re-marries. In that event, the retiree shall not be permitted to add on his new spouse. In addition, any children so covered by a retiree as dependents shall not be able to be placed back on the insurance once removed and except as provided for above, no new children may be added.

D. All employees will continue to have their existing health insurance plan paid by the City through the SHBP. All employees shall receive the Direct 15 option with no additional contribution, except as provided for under P.L. 2011, Chapter 78, but may be permitted to select any option other than Direct 15; provided that if there are additional costs they will be paid by the employee. Such additional costs may be reimbursed through the City's Flex Care Program. All plans provided by the City shall be without a prescription drug program, but will include

prescription reimbursement under the plan's deductible and co-insurance limits (the "SHBP w/o Prescription"). In the event the options available under the SHBP change, the City shall designate the option that is most comparable to Direct 15 as the option that will continue to be offered.

E. Opt-Out.

1. Any employee enrolled in the City's health insurance coverage plan may elect to waive all coverage, provided proof of coverage through another source can be demonstrated. Participation in this program is totally voluntary. Employees who waive all coverage shall receive payment which shall not exceed 25%, or \$ 5,000, whichever is less, of the amount saved by the City because of the employee's waiver of coverage. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse or civil union partner for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the City, in such form as the City shall prescribe, that the waiver is revoked. The decision of the City to allow its employees to waive coverage and the amount of consideration to be paid therefor shall not be subject to the collective bargaining process.

2. The opt-out payment provided shall be paid in equal quarterly payments and processed through payroll with appropriate deductions made from the gross incentive amount.

3. The incentive shall begin to be paid to the employee no later than the first quarter after the effective date of the option.

4. The incentive shall begin to be paid to the employee no later than the first quarter after the effective date of the option.

5. There shall be no opt out for spouses, civil union partners or relatives where one is a dependent if both are employed by the City of Cape May. Similarly, restrictions on duplicative coverage under State law also apply.

6. An employee who waives health benefits under this Article 9E shall not be entitled to any health insurance benefits including, without limitation, participation in the Flex Care Program.

F. Pursuant to State law, the City shall provide employees two (2) Section 125 plan benefits for pre-tax payroll deductions for health benefit contributions made equally over twenty-six (26) pay periods of each calendar year in accordance with the City's customary payroll practices as established under a "Premium Option Plan" (POP) and a Flexible Spending Account (FSA).

G. Except for employees who opt out under Article 10.E, the City will also provide employees a Flex Care Program benefit of \$1,550 for employees selecting "employee only" coverage and \$2,450 for employees selecting coverage other than "employee only" coverage.

These funds may be used for medical, prescription, dental or vision expenses, deductibles or contributions as set forth on Schedule A attached hereto.

H. All employees shall be required to contribute to the cost of health benefits.

The employee premium sharing schedule for health insurance benefits coverage as established by law P.L. 2011, Chapter 78, shall be either one and one half (1.5%) percent of their base salary or according to the contribution schedule below, whichever contribution amount is greater:

1. For family coverage or its equivalent, an employee who earns:
 - i. less than \$25,000 shall pay 3 percent of the cost of coverage.
 - ii. \$25,000 or more but less than \$30,000 shall pay 4 percent of the cost of coverage;
 - iii. \$30,000 or more but less than \$35,000 shall pay 5 percent of the cost of coverage;
 - iv. \$35,000 or more but less than \$40,000 shall pay 6 percent of the cost of coverage;
 - v. \$40,000 or more but less than \$45,000 shall pay 7 percent of the cost of coverage;
 - vi. \$45,000 or more but less than \$50,000 shall pay 9 percent of the cost of coverage;
 - vii. \$50,000 or more but less than \$55,000 shall pay 12 percent of the cost of coverage;
 - viii. \$55,000 or more but less than \$60,000 shall pay 14 percent of the cost of coverage;
 - ix. \$60,000 or more but less than \$65,000 shall pay 17 percent of the cost of coverage;
 - x. \$65,000 or more but less than \$70,000 shall pay 19 percent of the cost of coverage;
 - xi. \$70,000 or more but less than \$75,000 shall pay 22 percent of the cost of coverage;
 - xii. \$75,000 or more but less than \$80,000 shall pay 23 percent of the cost of coverage;
 - xiii. \$80,000 or more but less than \$85,000 shall pay 24 percent of the cost of coverage;
 - xiv. \$85,000 or more but less than \$90,000 shall pay 26 percent of the cost of coverage;
 - xv. \$90,000 or more but less than \$95,000 shall pay 28 percent of the cost of coverage;
 - xvi. \$95,000 or more but less than \$100,000 shall pay 29 percent of the cost of coverage;
 - xvii. \$100,000 or more but less than \$110,000 shall pay 32 percent of the cost of coverage;
 - xviii. \$110,000 or more shall pay 35 percent of the cost of coverage

2. For individual coverage or its equivalent, an employee who earns:

- i. less \$20,000 shall pay 4.5 percent of the cost of coverage;
- ii. \$20,000 or more but less than \$25,000 shall pay 5.5 percent of the cost of coverage.
- iii. \$25,000 or more but less than \$30,000 shall pay 7.5 percent of the cost of coverage;
- iv. \$30,000 or more but less than \$35,000 shall pay 10 percent of the cost of coverage;
- v. \$35,000 or more but less than \$40,000 shall pay 11 percent of the cost of coverage;
- vi. \$40,000 or more but less than \$45,000 shall pay 12 percent of the cost of coverage;
- vii. \$45,000 or more but less than \$50,000 shall pay 14 percent of the cost of coverage;
- viii. \$50,000 or more but less than \$55,000 shall pay 20 percent of the cost of coverage;
- ix. \$55,000 or more but less than \$60,000 shall pay 23 percent of the cost of coverage;
- x. \$60,000 or more but less than \$65,000 shall pay 27 percent of the cost of coverage;
- xi. \$65,000 or more but less than \$70,000 shall pay 29 percent of the cost of coverage;
- xii. \$70,000 or more but less than \$75,000 shall pay 32 percent of the cost of coverage;
- xiii. \$75,000 or more but less than \$80,000 shall pay 33 percent of the cost of coverage;
- xiv. \$80,000 or more but less than \$95,000 shall pay 34 percent of the cost of coverage;
- xv. \$95,000 or more shall pay 35 percent of the cost of coverage

3. For an employee with child or spouse coverage or its equivalent, an employee who earns:
 - i. less \$25,000 shall pay 3.5 percent of the cost of coverage;
 - ii. \$25,000 or more but less than \$30,000 shall pay 4.5 percent of the cost of coverage;
 - iii. \$30,000 or more but less than \$35,000 shall pay 6 percent of the cost of coverage;
 - iv. \$35,000 or more but less than \$40,000 shall pay 7 percent of the cost of coverage;
 - v. \$40,000 or more but less than \$45,000 shall pay 8 percent of the cost of coverage;
 - vi. \$45,000 or more but less than \$50,000 shall pay 10 percent of the cost of coverage;
 - vii. \$50,000 or more but less than \$55,000 shall pay 15 percent of the cost of coverage;
 - viii. \$55,000 or more but less than \$60,000 shall pay 17 percent of the cost of coverage;
 - ix. \$60,000 or more but less than \$65,000 shall pay 21 percent of the cost of coverage;
 - x. \$65,000 or more but less than \$70,000 shall pay 23 percent of the cost of coverage;
 - xi. \$70,000 or more but less than \$75,000 shall pay 26 percent of the cost of coverage;
 - xii. \$75,000 or more but less than \$80,000 shall pay 27 percent of the cost of coverage;
 - xiii. \$80,000 or more but less than \$85,000 shall pay 28 percent of the cost of coverage;
 - xiv. \$85,000 or more but less than \$100,000 shall pay 30 percent of the cost of coverage;
 - xv. \$100,000 or more shall pay 35 percent of the cost of coverage
4. Base salary shall be used to determine what an employee earns for the purposes of this Article and shall mean pensionable salary.
5. The contribution amounts set forth in this Article 10.H. shall be the amounts required pursuant to P.L. 2011, Chapter 78. In the event that it is determined that the Schedules set forth in this Article 10.H. are contradictory to the above referenced Public Law, the requirements of the above referenced Public Law shall control.

I. The City will maintain personal liability and false arrest insurance, at coverage levels equal to or greater than those in effect at the time of this contract. A copy of the false arrest policy will be provided to the I.A.F.F. Local 3495 on request.

J. The City shall provide insurance coverage on employees in their personal vehicles when said vehicles are authorized to be used in the scope of employment, as defined in the City's insurance contract.

K. The City shall supply all members of the I.A.F.F. Local 3495 legal aid as provided by N.J.S.A. 40A:14-28, as amended.

L. The City shall maintain an EMT professional liability insurance policy with a limit of liability of One Million (\$1,000,000.00) Dollars to the extent such coverage is available.

M. For an employee who retires due to accidental disability after May 17, 2005 in accordance with N.J.S.A. 43:16A-7, and who receives 66 and 2/3 percent (66 2/3%) Accidental Disability Retirement Benefits from the Police and Firemen Retirement System, the City shall continue to provide the same level of health insurance benefits equivalent to the SHBP Direct 15 Plan or the plan which is provided free to all other members, which plan may be changed from time to time by the City, regardless of the date of retirement due to such disability. If the retired employee or spouse has or takes a job with an employer who provides health benefits, he and/or she must obtain primary coverage thereunder and the City will be the secondary insurer.

ARTICLE 11 – EXCHANGE OF DAYS OFF

The Fire Department may grant the request of any member of the Department to exchange hours, duties, or days off at no additional cost to the City. Written requests shall be made forty-eight (48) hours in advance and posted in the fire station. Special requests made less than forty-eight (48) hours in advance may be granted at the time by the City Manager or a designated representative. These special requests shall be for an employee's personal problem (i.e. member of family sick, injured, etc.). Trade time shall not be permitted if it would result in overtime or calling in additional personnel. Trade time must be completed within the same three-week work cycle. No employee shall work more than seventy-two (72) consecutive hours within the same three-week work cycle.

ARTICLE 12 – CLOTHING ALLOWANCE

A. The City shall supply all standard uniforms and equipment to starting firefighters.

B. The City shall supply all firefighters with the following items: turnout gear, helmet, boots, gloves, and coveralls.

C. In addition to any other benefits contained in this Article, each uniformed firefighter shall be paid the sum of One Thousand (\$1,000.00) Dollars annually for the purchase and maintenance, including cleaning, of uniforms and equipment in compliance with current OSHA/PEOSHA standards. If at any time it is determined by the Chief and/or City Manager or a designated representative that a firefighter is not maintaining uniforms and equipment in proper

condition, then said firefighter shall be required to use personal funds in order to purchase the issue necessary to properly maintain the same.

D. Should there be loss of or damage to uniforms and equipment through negligence of the employee, the employee shall replace those items at the employee's cost.

E. In the event that the City directs that an entirely new uniform shall be utilized, the City shall pay for the initial cost of such uniform.

ARTICLE 13 – TERMINAL LEAVE

A. Employees hired prior to July 1, 2000 who retire may receive terminal leave immediately prior to retirement. Such leave shall be computed at a rate of 5.6 calendar days for each calendar year of service. In addition to such leave, the employee shall receive all vacation time that is due to the retiring employee. The terminal leave may be spread out over the remaining regular pay periods of the employee electing retirement. Once terminal leave has commenced, it shall not be interrupted for purposes of taking sick leave. For illustration purposes, if a firefighter retires in the year 2013 with twenty-five (25) years of service, the firefighter will be entitled to one hundred forty (140) calendar days of terminal leave. Accordingly, that firefighter can stop working one hundred forty (140) calendar days prior to the scheduled date of retirement.

B. In the alternative, an employee hired prior to July 1, 2000 may work up to his/her retirement date and receive the equivalent amount of pay for terminal leave in a lump sum upon retirement. An employee opting to work instead of taking the terminal leave must give notice to the City Manager in the year prior to retirement. By way of illustration, using the same facts as set forth in Article 13.A., if the firefighter earning Eighty-Three Thousand Eighty-Six (\$83,086.00) Dollars elects to work up to the date of his or her retirement and receive a lump sum payment, that payment will be Thirty One Thousand Eight Hundred Sixty Eight Dollars and Sixty Cents (\$31,868.60) ($\$83,086.00$ divided by 365 days times 140 days).

C. Terminal leave will no longer be provided to any employee hired after June 30, 2000.

ARTICLE 14 – MILITARY LEAVE

A. Any employee called into the armed forces of the United States during a national emergency or drafted, shall be given all the protection of applicable laws. A Military leave of absence shall be granted.

B. Employees who are subject to existing Reserve Requirements to the United States Armed Forces or Reserves, shall be covered by the Military Compensation Agreement made pursuant to applicable federal or state law.

C. Employees in the United States Military Reserve will be given Military leave of absence to fulfill their military obligation, and shall be entitled to receive the difference between their present pay at the time of leave and their pay for military service.

ARTICLE 15 – GRIEVANCE PROCEDURE

A. The purpose of the Grievance Procedure shall be to settle all grievances between the City, I.A.F.F. Local 3495 and employee as quickly as possible so as to assure efficiency and promote employee morale.

B. With regard to employees, the term “grievance”, as used herein, means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them. With regard to the City, the term “grievance”, as used herein, means a complaint or controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement.

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

D. All grievances shall be processed as follows:

Step 1. They shall be discussed with the employee or employees involved, Chief of the Fire Department, and Representative of I.A.F.F. Local 3495. All grievances shall be filed in writing within ten (10) days of their occurrence, and a written response shall be given within seven (7) days of the submission of the grievance.

Step 2. If the grievance is not settled to the satisfaction of the grievant in the above step, it shall be reduced to writing and submitted to the City Manager or any person designated by him. Within ten (10) days, the City Manager shall submit a reply in writing to I.A.F.F. Local 3495. If the grievant is not satisfied, the employee may move the grievance to Step 3.

Step 3. If the grievance is not settled through Steps 1 and 2, either party may refer the matter to the Public Employment Relations Commission (PERC) within ten (10) days after the determination by the City Manager. An arbitrator shall be selected pursuant to the Rules of the Public Employment Relations Commission. No individual shall process his own grievance unless the majority representatives have refused to process it. No individual shall negotiate terms and conditions of employment or termination of it. The majority representative has this exclusive right under Chapter 123, Laws of New Jersey. One (1) member of the grievance committee shall be granted time off as required to attend grievance hearings.

E. No arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the City Manager. In the event the aggrieved elects to pursue Civil Service

procedure, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. I.A.F.F. Local 3495 shall pay whatever costs may have been incurred in the processing of the case to arbitration.

F. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

G. The costs for the services of the arbitrator shall be borne equally by the City and I.A.F.F. Local 3495. The party incurring it shall pay any additional costs.

H. The decision of the arbitrator shall be final and binding on both parties.

ARTICLE 16 – UNSAFE VEHICLES AND DUTIES

A. Reasonably upon notice from the Chief or Deputy Chief of the Fire Department, the City shall repair unsafe vehicles or remove them from service.

B. In addition to the firefighter's regular duties of actual firefighting and extinguishment of fires, operating fire apparatus, knowledge and capability to operate all specialized equipment (i.e., portable pumps, generators, power saws), normal maintenance of all equipment, inspections, fire prevention, and providing the EMS Service, firefighters shall not be required to perform any police related jobs, except those related to or incidental to fire-related duties. Nor shall firefighters be required to take part actively in the quelling of any riot.

ARTICLE 17 – SALARY

A. The salary for employees covered by this Agreement shall be set forth in Schedules B, C and D.

B. Schedule B shall apply to all firefighters hired before January 1, 2006 and shall receive increases during the term of this Agreement as follows:

Senior Firefighters:

Effective January 1, 2016, Senior Firefighters with less than 21 years of service shall receive \$84,800 and Senior Firefighters with more than 21 years of service shall receive \$86,200.

Effective January 1, 2017, Senior Firefighter pay shall be increased by \$500.

Effective January 1, 2018, Senior Firefighter pay shall be increased by \$500.

Effective January 1, 2019, Senior Firefighter pay shall be increased by \$500.

Effective January 1, 2020, Senior Firefighter pay shall be increased by \$500.

Lieutenants:

Effective January 1, 2016, Lieutenants with less than 21 years of service shall receive \$88,500 and Lieutenants with more than 21 years of service shall receive \$90,000.

Effective January 1, 2017, Lieutenant pay shall be increased by \$500.

Effective January 1, 2018, Lieutenant pay shall be increased by \$500.

Effective January 1, 2019, Lieutenant pay shall be increased by \$500.

Effective January 1, 2020, Lieutenant pay shall be increased by \$500.

Deputy Chief:

Effective January 1, 2016, Deputy Chief with less than 21 years of service shall receive \$90,900 and Deputy Chief with more than 21 years of service shall receive \$92,300.

Effective January 1, 2017, Lieutenant pay shall be increased by \$500.

Effective January 1, 2018, Lieutenant pay shall be increased by \$500.

Effective January 1, 2019, Lieutenant pay shall be increased by \$500.

Effective January 1, 2020, Lieutenant pay shall be increased by \$500.

C. Schedule C shall apply to all firefighters hired on or after January 1, 2006 and prior to January 1, 2009 and shall receive increases during the term of this Agreement as follows:

Firefighters

Effective January 1, 2016, the firefighter salary shall be \$77,500.

Effective January 1, 2017, the firefighter salary shall be increased by \$850.

Effective January 1, 2018, the firefighter salary shall be increased by \$800.

Effective January 1, 2019, the firefighter salary shall be increased by \$850.

Effective January 1, 2020, the firefighter salary shall be increased by \$2,000.

Lieutenants

Effective January 1, 2016, the lieutenant salary shall be \$81,000.

Effective January 1, 2017, the lieutenant salary shall be increased by \$1,000.

Effective January 1, 2018, the lieutenant salary shall be increased by \$1,000.

Effective January 1, 2019, the lieutenant salary shall be increased by \$1,000.

Effective January 1, 2020, the lieutenant salary shall be increased by \$2,000.

Deputy Chief

Effective January 1, 2016, the deputy chief salary shall be \$87,000.

Effective January 1, 2017, the deputy chief salary shall be increased by \$1,000.

Effective January 1, 2018, the deputy chief salary shall be increased by \$1,400.

Effective January 1, 2019, the deputy chief salary shall be increased by \$1,400.

Effective January 1, 2020, the deputy chief salary shall be increased by \$1,200.

D. Schedule D shall apply to all firefighters and lieutenants hired on or after January 1, 2011. There shall be one guide for firefighters and another guide for lieutenants. The lieutenant guide shall also include a step for the deputy chief.

All employees hired on or after January 1, 2016 shall be placed at Year 1 and shall thereafter receive step increases in accordance with paragraph H below.

Firefighters

Effective January 1, 2016, a new firefighter wage guide shall be in place and shall consist of 18 steps ranging from \$36,000 to \$75,000. All firefighters subject to the current Schedule D shall be placed on the new wage guide at the salary closest to but not less than their current salary.

Effective January 1, 2017, the wage guide shall be increased as it appears in Schedule D. All firefighters shall receive a step increase pursuant to paragraph H.

Effective January 1, 2018, the wage guide shall be increased as it appears in Schedule D. All firefighters shall receive a step increase pursuant to paragraph H.

Effective January 1, 2019, the wage guide shall be increased as it appears in Schedule D. All firefighters shall receive a step increase pursuant to paragraph H.

Effective January 1, 2020, the wage guide shall be increased as it appears in Schedule D. All firefighters shall receive a step increase pursuant to paragraph H.

Lieutenants

Effective January 1, 2016, a new lieutenant wage guide shall be in place. Any firefighter moving from the firefighter guide to the lieutenant guide shall be placed on the same "Year" as they were as a firefighter. For example, a Year 7 firefighter who is promoted shall be placed on the Year 7 of the lieutenant guide.

Effective January 1, 2017, the wage guide shall be increased as it appears in Schedule D.

Effective January 1, 2018, the wage guide shall be increased as it appears in Schedule D.

Effective January 1, 2019, the wage guide shall be increased as it appears in Schedule D.

Effective January 1, 2020, the wage guide shall be increased as it appears in Schedule D.

Deputy Chief

Effective January 1, 2016, the deputy chief salary shall be \$87,000.

Effective January 1, 2017, the deputy chief salary shall be increased by \$1,000.

Effective January 1, 2018, the deputy chief salary shall be increased by \$1,400.

Effective January 1, 2019, the deputy chief salary shall be increased by \$2,100.

Effective January 1, 2020, the deputy chief salary shall be increased by \$2,500.

E. An employee's hourly wage shall be calculated by determining the sum of the applicable base salary plus longevity (if applicable) pursuant to Article 18, and plus holiday pay (if applicable) pursuant to Article 8, then by dividing that sum by 2912.

F. Notwithstanding the above and the salary guide set forth on Schedule D, the firefighters hired on or after January 1, 2011 are not guaranteed any salary increases beyond the year ending December 31, 2020; and any increases beyond that date will be subject to future negotiations. In the event that this Agreement expires before a new agreement is reached, the firefighters under the guide set forth on Schedule D will remain at the 2020 salary until a new agreement is reached.

G. Dues shall be automatically deducted from paychecks at a rate where the annual amount of dues is deducted in equal parts from each pay.

H. Salary adjustments shall be effective on January 1, based on an employee's "years of service", which is calculated by subtracting the year of hire from the current year then by adding one (1). The anniversary date year of hire for all firefighters hired prior to or on July 1, 1991 shall be the January 1 of the calendar year hired. The anniversary date year of hire for all

firefighters hired after July 1, 1991 and before January 1, 2001, as well as for those hired on or after January 1, 2011, shall be as follows: January 1 of the calendar year hired for those hired prior to or on July 1; and January 1 of the next succeeding calendar year for those hired after July 1. Employees hired after December 31, 2000 and before January 1, 2011 shall have their first salary increase effective January 1 of the year following their hire, pro-rated based upon the percentage of the previous year worked. The pro-rated percentage will be calculated by dividing the number of full months worked to December 21, and dividing it by 12. The contractual increase percentage will be multiplied by the pro-rated amount to determine the employee's percentage of increase. Full contractual raises will be provided each year thereafter.

I. Set Aside Trust. The Set Aside Trust previously established for employees hired on or after January 1, 2005 as set forth in Article 17.C of the Prior Agreement shall be eliminated and any amounts previously paid into said trust shall be frozen and the firefighters for whom the payments have been made shall be 100% vested. Such firefighters shall also have until December 31, 2012 to liquidate such account which can be received in a lump sum payment or deposited into another deferred income account such as, without limitation, an individual retirement account.

J. The amount of each payroll check shall be determined by dividing the yearly salaries of each employee by the number of pays in that calendar year. For example, in the normal year where there are 26 pays, the employees' yearly salaries shall be divided by 26 to determine the employee's pay for each pay check. In the unusual year where there are 27 pays, the employees' salaries shall be divided by 27 to determine the pay for each paycheck.

K. Attached to this Agreement as Schedule E is a Salary Summary setting forth Salaries to members of bargaining unit to be paid during the term of this Agreement.

ARTICLE 18 – LONGEVITY

A. In addition to salary, only firefighters hired prior to July 1, 2000 shall receive longevity pay computed as follows:

<u>Years of Service</u>	<u>Percent</u>
5 years	2%
10 years	4%
15 years	6%
20 years	8%
24 years	10%

B. Longevity entitlements shall be effective on January 1, based on an employee's "years of completed service", which is calculated by subtracting the year of hire from the current year. The anniversary date year of hire for all firefighters hired prior to or on July 1, 1991 shall be January 1 of the calendar year hired.

ARTICLE 19 – COURT TIME

Should it become necessary for a firefighter to appear in Court because of employment with the City, the firefighter shall receive overtime pay from the City for the time spent in Court on off duty hours.

ARTICLE 20 – SCHOOLING

A. During any one college term, a maximum of two (2) firefighters (the two to be determined on a rotating basis) will be granted benefits subject to the limitations herein contained.

B. Fire Science Courses and Mathematics Courses directly related to Fire Science Courses (such as hydraulics) are the only courses allowed. No elective courses, even if required for a Fire Science Degree, shall be included.

C. All courses must be taken at a fully accredited college or university and the courses must be completed with a C grade or better.

D. The City Manager must be notified in advance of the course proposed to be taken and must approve it as meeting the requirements of this Article. NO benefits shall be received for any course if such prior approval has not been secured, even if the course would otherwise qualify.

E. A maximum of twenty-two (22) college credits per year.

F. Employee shall be relieved from duty when course coincides with normal duty schedule. There shall be a maximum of six (6) hours time off for each conflict of duty and school and a maximum of five (5) such incidents per firefighter, per semester. If overtime caused by this clause reaches a total of Two Thousand (\$2,000.00) Dollars in any one year, time off benefits will be suspended for remainder of that year.

G. The City shall bear the expense of tuition, books, and travel (gasoline) expenses for the approved courses. The City will not bear the expense of courses if employee misses more than 15% of class (without medical excuse) or does not receive a passing grade.

H. The City agrees to provide time off for any individual who must, as a requirement for employment or promotional consideration, test under Civil Service requirements. Time off will be provided based upon the Chief, or his designee, being able to adequately staff the shift during which the employee testing would normally be working.

ARTICLE 21 – 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 the 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. To 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 employees subject to the provisions of the law and determine qualifications for employment, assignment, or promotion;

3. To suspend, demote, discharge, or take other disciplinary action for good and just cause, in accordance with the law.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent that the foregoing are subject to the provisions of law concerning Public Employee Bargaining.

C. There shall be a City Evaluation System of all employees including the Fire Department, whose purpose shall be to determine which employees are doing satisfactorily, unsatisfactorily, or above average performance. The Evaluation System shall be carried out with proper Civil Service procedures and guidelines.

D. Current Department of Personnel lists for each title shall be maintained.

ARTICLE 22 – NO STRIKE PLEDGE

A. I.A.F.F. Local 3495 agrees that during the term of this Agreement, either the local nor anyone acting in its behalf, will cause, authorize, or support, nor will any of the Local's members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee, or stoppage of work, or abstinence in whole or in part, from the full, faithful, and proper performance of the employee's duties of employment) work stoppage, walkout, or other job action against the City. I.A.F.F. Local 3495 agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, or walkout, it is covenanted and agreed that participation in any such activity by any firefighter covered by this Agreement shall be deemed grounds for termination of employment of such employee or employees subject however to the application of the Grievance Procedure contained elsewhere in this contract.

C. I.A.F.F. Local 3495 will actively discourage and will take whatever affirmative steps that are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the City.

D. Nothing in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief, as it may be entitled to have in law or in equity, for injunction or damages or both, in the event of such breach by the Local or its members.

ARTICLE 23 – FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the terms of this Agreement, either party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 24 – RULES CHANGES

Proposed new rules or modifications of existing rules governing working conditions shall be posted on an employee bulletin board and provided to the I.A.F.F. Local 3495 no less than ten (10) days prior to the effective date.

ARTICLE 25 - ESSENTIAL PERSONNEL

The parties acknowledge and agree that members of this bargaining unit are essential personnel and, therefore, are expected to report to work and work their regularly scheduled work hours even in the event that non-essential personnel are not required to report to work or are not required to work their regularly scheduled work hours for any reason including but not limited to a weather-related event or an unscheduled holiday declared by the City Manager or the Mayor. Therefore, employees of this bargaining unit shall receive no additional compensation or time off for reporting to work and working their regularly scheduled work hours on a day where non-essential personnel are not required to report to work or do not work their regularly scheduled work hours for any reason including, but not limited to, a weather-related event or an unscheduled holiday declared by the City Manager or the Mayor.

ARTICLE 26 – DRUG FREE WORK PLACE

A. A drug-free workplace, free from use of non-medically prescribed controlled substances, is vital to the City, to the safety of our work place, to the productivity of our employees, and to the interests of the general public. For these reasons, the City has implemented a drug policy and practices oriented toward maintaining a drug-free work environment. See City of Cape May Personnel Policy Manual Article 46 entitled Policy and Drugs and Alcohol which is made part of this Agreement by reference.

B. The use, possession, sale or distribution of non-medically prescribed controlled substances on City premises (including parking lots and recreation areas or in any City work environment) is prohibited. "Work environment" includes situations where an employee is representing the City whether on a citizen related call or participating in a business meeting off-premises. A violation of this provision of the City's drug policy is not considered a medical issue and normally results in dismissal from the City. The City's drug policy also prohibits employees

impaired by any medically prescribed controlled substances from entering City premises or other work environments. Consideration is given to the safety of any employee asked to leave our premises due to an impairment (e.g. ability to drive, etc.).

C. Fire department members are not permitted to be on duty, to respond to emergency incidents, to drive or operate fire department vehicles, nor to perform any other duty-related functions while under the influence of alcohol or drugs.

D. The Driver/Operator of any fire department vehicle that is involved in an accident that causes measurable property damage, measurable vehicle damage, injury or death shall be tested for the presence of alcohol or drugs.

E. Drug Testing will be administered in accordance with the New Jersey Attorney General's Law Enforcement Drug Testing Policy (rev. May 2012) or as further revised, which is made a part of this Agreement by reference. (Exhibit "A") Any employee who refuses to submit to a drug or alcohol test or who adulterates, substitutes or tampers in any way with a specimen will be terminated. Additionally, any employee who refuses to cooperate with personnel, including laboratory personnel, responsible for administering this policy, or otherwise violates this policy, will be terminated.

F. The City reviews employees off-the-job drug-related incidents such as arrests for use, possession, sale or distribution of drugs to make a determination if the incident could result in an adverse or potentially adverse impact to the City and/or to our employees. The results of the review will determine the appropriate course of action for the City to take including dismissal, rehabilitation or other actions.

G. Any employee for whom a final, confirmed positive test result reflects the use of drugs, alcohol, or both, will be terminated, except if the following conditions are met:

- a) The employee has completed five (5) or more years of service as an employee of the City, voluntarily accepts an unpaid suspension for such number of days as determined by the City Manager;
- b) The employee avails him/herself to an Employee Assistance Program, EAP, complies and completes the EAP program, and voluntarily accepts random drug/alcohol testing for a period of time recommended by the EAP and determined by the City. The employee acknowledges that any subsequent confirmed positive test result will result in termination of employment; and
- c) The employee acknowledges that if the EAP determines that he/she is not compliant with the EAP program, his/her employment will be terminated.

H. The Employee Assistance Program (EAP) is administered in accordance with the terms and conditions set forth in the City of Cape May Personnel Policy Manual at Article 47 entitled Employee Assistance Program.

ARTICLE 27 – DURATION

This Agreement shall be in full force and effect from January 1, 2016 until midnight, December 31, 2020. Either party wishing to amend or modify such Agreement must notify the other party in writing not more than one hundred and eighty (180) days nor less than one hundred twenty (120) days prior to the expiration date of December 31, 2020. Within fifteen (15) days of the receipt of such notification by either party, a conference shall be called between the City and I.A.F.F. Local 3495 for the purpose of such amendment or modification. In the event that the termination date of this Agreement passes without a subsequent Agreement being signed, this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and/or had these resents properly executed by their proper corporate officers and the corporate seal affixed, dated the day and year first above fixed.

ATTEST:

I.A.F.F. LOCAL 3495

Louise Gumnusky

BY: George Rea Jr.

Date Signed: 07.07.16

ATTEST:

CITY OF CAPE MAY

Louise Gumnusky

BY: Dr. Edward J. Mahoney Jr.

Date Signed: 7/7/16

SCHEDULE A

2009-2012 FLEX CARE MEDICAL OPTIONS

	Employee Only	Employee & Dependents
FLEX CARE BENEFITS	\$1,550.00	\$2,450.00
VISION CARE	\$	\$
PRESCRIPTIONS	\$	\$
DENTAL CARE	\$	\$
DR. PRESCRIBED HEALTH AIDES	\$	\$
DEDUCTIBLE RESERVE (\$100 @)	\$	\$
20% CO-PAY RESERVE (\$400 @)	\$	\$
OTHER ITEMS APPROVED BY CITY	\$	\$
CONTRIBUTION TO HEALTH CARE	\$	\$
STATE HEALTH BENEFIT OPTION	\$	\$

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Employees are required to select the dollar amounts for each Flex Care Option each December for the next following calendar year. Dollar amounts selected will be locked in as of the first business day of each year. Employees will be required to submit paid bills for reimbursement. Flex Care reimbursements will be made through and in conjunction with the issuance of regularly scheduled payroll. Any unused benefits will terminate at the close of the year. Employees who elect to "cash out" are not entitled to Flex Care benefits.

AUTHORIZATION: _____ DATE: _____

I understand and authorize my Flex Care Medical Options selected above.

SCHEDULE B

SENIOR FIREFIGHTERS HIRED BEFORE 2006

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Senior <21 Years	84,286	84,800	85,300	85,800	86,300	86,800
Senior >21 Years	85,686	86,200	86,700	87,200	87,700	88,200
Lieutenant <21 Years	87,990	88,500	89,000	89,500	90,000	90,500
Lieutenant >21 Years	89,390	90,000	90,500	91,000	91,500	92,000
Deputy Chief <21 Years	90,423	90,900	91,400	91,900	92,400	92,900
Deputy Chief >21 Years	91,823	92,300	92,800	93,300	93,800	94,300

SCHEDULE C

FIREFIGHTERS / LIEUTENANTS/DEPUTY CHIEF HIRED IN 2006-2008

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Firefighters 2006 – 2008	76,486	77,500	78,350	79,150	80,000	82,000
Lieutenants 2006-2008	80,986	81,000	82,000	83,000	84,000	86,000
Deputy Chief		87,000	88,000	89,400	90,800	92,000

**SCHEDULE D
FIREFIGHTERS/LIEUTENANTS/DEPUTY CHIEF
HIRED ON OR AFTER 1/1/11**

FIREFIGHTERS

	2015	2016	2017	2018	2019	2020
Year 1	36,000	36,000	36,000	36,000	36,000	36,000
Year 2	39,333	38,300	38,380	38,470	38,560	39,000
Year 3	42,666	40,600	40,760	40,940	41,120	42,000
Year 4	45,999	43,800	44,000	44,200	44,800	45,000
Year 5	49,332	45,200	45,520	45,880	46,240	48,000
Year 6	52,665	47,500	47,900	48,350	48,800	50,900
Year 7	55,998	49,800	50,280	50,820	51,360	53,800
Year 8	59,331	52,100	52,660	53,290	53,920	56,700
Year 9	62,664	54,400	55,040	55,760	56,480	59,600
Year 10	66,000	56,700	57,420	58,230	59,040	62,250
Year 11		59,000	59,800	60,700	61,600	65,250
Year 12		61,300	62,180	63,170	64,160	68,250
Year 13		63,600	64,560	65,640	66,720	71,250
Year 14		65,900	66,940	68,110	69,280	74,250
Year 15		68,200	69,320	70,580	71,840	77,250
Year 16		70,500	71,700	73,050	74,400	80,250
Year 17		72,800	74,080	75,520	76,960	82,500
Year 18		75,000	76,500	78,000	79,500	85,500

LIEUTENANTS

	2015	2016	2017	2018	2019	2020
Year 4	50,499	51,000	51,000	51,000	51,000	51,000
Year 5	53,832	53,000	53,100	53,200	53,300	53,600
Year 6	57,165	55,000	55,200	55,400	55,600	56,200
Year 7	60,498	57,000	57,300	57,600	57,900	58,800
Year 8	63,831	59,000	59,400	59,800	60,200	61,400
Year 9	67,164	61,000	61,500	62,000	62,500	64,000
Year 10	70,500	63,000	63,600	64,200	64,800	66,600
Year 11		65,000	65,700	66,400	67,100	69,200
Year 12		67,000	67,800	68,600	69,400	71,800
Year 13		69,000	69,900	70,800	71,700	74,400
Year 14		71,000	72,000	73,000	74,000	77,000
Year 15		73,000	74,100	75,200	76,300	79,600
Year 16		75,000	76,200	77,400	78,600	83,000
Year 17		77,000	78,300	79,600	80,900	86,000
Year 18		79,000	80,500	82,000	83,500	90,000
Deputy Chief		87,000	88,000	89,400	91,500	94,000

SCHEDULE E

SALARY SUMMARY

Name	2016	2017	2018	2019	2020
Brown	38,300.00	40,760.00	44,200.00	46,240.00	50,900.00
Eck	88,500.00	89,000.00	89,500.00	90,000.00	90,500.00
Gay	47,500.00	50,280.00	53,290.00	56,480.00	62,250.00
Godfrey	38,300.00	40,760.00	44,200.00	46,240.00	50,900.00
Jackson	47,500.00	50,280.00	53,290.00	56,480.00	62,250.00
Laag	81,000.00	82,000.00	83,000.00	84,000.00	86,000.00
Lundholm	92,300.00	92,800.00	93,300.00	93,800.00	94,300.00
Montgomery	43,800.00	45,520.00	48,350.00	51,360.00	56,700.00
Rea	84,800.00	85,300.00	85,800.00	86,300.00	86,800.00
Szemczak	47,500.00	50,280.00	53,290.00	56,480.00	62,250.00
Toler	47,500.00	50,280.00	53,290.00	56,480.00	62,250.00
Warburton	77,500.00	78,350.00	79,150.00	80,000.00	82,000.00
Zebrowski	81,000.00	82,000.00	83,000.00	84,000.00	86,000.00

EXHIBIT "A"

Attorney General's Law Enforcement Drug Testing Policy

DRUG TESTING

Attorney General's Law Enforcement Drug Testing Policy

Issued October, 1986

Revised August 1990

Revised September 1998

Revised June 2001

Revised May 2012

(revisions in **BOLD** and UNDERLINED)

Attorney General's Law Enforcement Drug Testing Policy is made part of Agreement by reference.