

Contract no. ~~11111~~ 1709

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**AGREEMENT  
BETWEEN  
CITY OF CAPE MAY,  
COUNTY OF CAPE MAY, NEW JERSEY  
AND  
CAPE MAY F. M. B. A. - LOCAL 36**

LIBRARY  
INSTITUTE OF MANAGEMENT  
1993

OCT 28

RUTGERS UNIVERSITY

January 1, 1992 through December 31, 1994

**PREAMBLE**

**THIS AGREEMENT**, made and entered into this 3rd day of March 1992, between the City of Cape May, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "City" and Local # 36 of the Fireman's Mutual Benevolent Association, hereinafter referred to as "FMBA Local # 36."

**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 FMBA Local # 36, 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 FMBA Local # 36 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 FMBA Local #36 as the sole and exclusive representative of all uniformed, full time, year-round paid employees, not including Captain, 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 "fire fighter" shall apply to all employees represented by FMBA Local #36.

B. The term "City Manager or a designated representative" is recognized to be a person officially appointed 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.

**ARTICLE 2 - ASSOCIATION REPRESENTATIVE AND MEMBERS**

A. The City Manager or his designated representative agrees to grant the necessary time off, not to exceed the day(s) designated, without discrimination to any

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employee designated by FMBA Local #36 to attend State and National Meetings provided seventy-two (72) hours written notice is given to the City Manager by FMBA Local #36. 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 FMBA Local # 36 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 fire fighter 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 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 Captain before granting leave. The leave may be extended for an additional six months. Such permission shall not be arbitrarily denied.

**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:

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

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\* 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 1st 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. 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 men 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 Captain of the Fire Department. Changes may be made with approval of Captain 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 compensatory time, or sick, vacation, or personal day or days, which days 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 compensatory time or sick, vacation, or personal days shall be made equally to all 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 fire fighters hired prior to or on July 1, 1991 shall be the January 1st of the calendar year hired. The anniversary date year of hire for all fire fighters hired after July 1, 1991 shall be as follows: January 1st of the calendar year hired for those hired prior to or on July 1st; and January 1st of the next succeeding calendar year for those hired after July 1st.

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. Vacation entitlements set forth in Article 5. A. above are based on an estimate that employees may 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.

#### **ARTICLE 6 - WORK WEEK, OVERTIME**

- A. The present work week shall be governed by the following:
1. Employees hired prior to May 31, 1988 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. After two weeks of the foregoing schedule, the fire fighter shall work forty-eight (48) hours and then one week the fire fighter shall work seventy-two (72) hours.

2. Employees hired on or after May 31, 1988 shall ordinarily work the shift schedule set forth in Paragraph A.1. above, except that for the purpose of insuring adequate 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.
3. All hours worked beyond one hundred fifty-nine (159) hours, in a 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, the following schedule shall be used:

0-15 Minutes	No compensation
16-30 Minutes	1/2 hour compensation
over 31 Minutes	One (1) hour compensation

D. Recall To Duty. If a fire fighter is called to duty by the city manager or a designated representative on a scheduled day off, the fire fighter shall be paid for all hours worked at the rate of time and one-half and shall be guaranteed a minimum of four (4) hours at the time and one-half rate of pay. If the duties that caused the unscheduled call to duty are completed in less time than the four (4) guaranteed minimum hours, the fire fighter may be required to do other fire fighter duties to complete the four (4) hour call in time.

E. It is the intention of management, in this contract, to have a Fire Official-UFD, with normal duty hours, of eight (8) hours daily, Monday thru Friday. If, however, management feels that the Fire Official-UFD's services are needed to fill a vacancy, brought about because of any personnel problems in proper manning of the Fire Department, the City Manager or his designated representative reserves the right to place the Fire Official-UFD into a regular tour of duty as a regular fire fighter for a reasonable period of time. Any change from normal eight hour work shift, will be preceded by 48 hours notice. The Fire Official-UFD shall be paid the same salary as a Lieutenant as if said Fire Official-UFD worked the 159 hours in a 21 day (3 week) cycle as set forth in Article 6.A. above. When the Fire Official-UFD works more than his normal 40 hours within one week, a straight hourly rate shall be paid up to 53 total hours. After 53 hours within his work week, the Fire Official-UFD shall be paid at time and one-half the normal hourly rate.

F. If at any time during the duration of this contract, there is a reduction in Fire Department manpower, the position of Fire Inspector shall be reviewed.

G. In the event any fire fighter 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 fire fighter shall be covered by all current insurance and liability provisions and shall be compensated as set forth in the following schedule:

0 to 59 minutes	No Compensation
60 minutes and over	Hour for hour

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H. In the event any off-duty emergency medical technician (EMT) responds to participate in an ambulance run and/or perform emergency medical services 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.H. above, the EMT shall be paid a lump sum of fifty dollars (\$50) instead of overtime pay. Only the first two (2) EMTs who are actually required to participate in an ambulance run and/or perform emergency medical services shall receive said fifty dollars (\$50) 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) EMTs are needed and more than two (2) respond, only the first two (2) EMTs who arrive are entitled to such compensation unless specifically authorized by the highest ranking fire fighter/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 fire fighter/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.

#### **ARTICLE 7 - OUT OF TITLE WORK**

A. Whenever a fire fighter acts in a higher rank pursuant to orders by the City Manager or a designated representative, the fire fighter shall receive pay for the higher rank for the time actually worked in that capacity. 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 and sixty-eight (168) hours in a three week cycle. On the one hundred and sixty-ninth (169) hour, the increased rate of pay shall commence. When a fire fighter is assigned to act in a higher rank, the fire fighter 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. Where there is an existing Civil Service List, acting assignments shall be filled in accordance with the rankings on the list. In the absence of such a list, acting assignments shall be filled on the basis of seniority.

B. A current Civil Service List shall be maintained.

C. Required Certifications:

1. Cardiopulmonary Resuscitation (CPR). All members of the Bargaining Unit are 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 achieve certification within three (3) months of hiring. Annually upon submission to the City Manager of a duly executed City voucher with attached written proof of C.P.R. certification (copy of new CPR card) and only when an employee has not allowed accreditation to expire or lapse, the City shall pay \$250 to the employee.

2. Emergency Medical Technician (EMT). All members of the bargaining unit are required to maintain current EMT accreditation throughout each member's term of employment.

- (a) The city shall be responsible to arrange for all required EMT recertification training opportunities for each employee so that recertification can be earned prior to the expiration of each employee's current certification.
- (b) Each employee shall be responsible for attending and successfully completing any necessary training or recertification sessions to maintain current EMT accreditation.
- (c) Any employee who fails the city-arranged recertification opportunity as set forth in paragraph 2.(a) above shall be given a grace period of six (6) months to achieve recertification.
- (d) The city shall not be liable to pay any overtime, compensatory time, or any other expense in connection with attending such training.
- (e) New employees must achieve certification within six (6) months of hiring. The city manager is authorized to extend this six month requirement for just cause for an additional six (6) months, but shall not be required to do so.

#### **ARTICLE 8 - HOLIDAY & EXTRA DUTY PAY**

A. As compensation for working on holidays and for working the additional nine (9) hours during each 21 day (3 week) cycle which are necessary to provide proper coverage of the Fire Department, employees shall receive a sum of money to be included in the regular bi-weekly pay equal to fourteen (14) paid holidays. Said holiday and extra duty pay shall be calculated by multiplying the employee's hourly wage (annual base salary/2912) by 14(days), and then by multiplying the result by 24 (hours in a fire fighter's day). This holiday and extra duty pay shall specifically include any and all overtime compensation to which a fire fighter may be entitled for working the 168 hour schedule in a 21 day (3 week) cycle in compliance with the provisions of the Fair Labor Standards Act, as amended and interpreted as of the date of this Agreement.

B. Employees covered by this Agreement shall receive three (3) personal days off per year with pay.

C. 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, fire fighters 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 pro-rated (i.e. a half-day (4 hours) holiday for 8-hour employees shall mean that fire fighters who work a 24-hour day shall be entitled to be paid for 12 hours).

## **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 requires the care or attendance of such employee, or death in the employee's immediate family.

B. "Immediate Family" means parents, step-parents, grandparents, spouse, child, mother-in-law, father-in-law, foster child, sister or brother of the employee. It shall also include 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 any 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. Employees shall be granted fifteen (15) sick days a year, which shall be accumulative from year to year and shall be unlimited. Employees shall not be required to provide the City with a doctor's note until the beginning of the fourth (4th) day. 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.

## **ARTICLE 10 - INSURANCE, HEALTH AND WELFARE**

A. The City shall provide benefits comparable to Blue Cross, Blue Shield, Rider J and Major Medical Insurance that were in effect during March 1991 (Group # 89017) for the employee and his family, if applicable. The City shall have the right to change insurance carrier so long as comparable benefits are provided.

B. The City shall provide the employee with false arrest insurance, as presently in effect.

C. The City shall provide insurance coverage on employees, in their personal vehicles, when said vehicles are used in the scope of their employment.

D. The City shall supply all members of the Bargaining Unit legal aid as provided by N.J.S.A. 40A:14-28 as amended.

E. Upon retirement after 25 years of service to the City, the City will pay the entire cost of insurance premiums for those coverages itemized in Section X, A. above for the lifetime of the retiring employee and the employee's dependents at the time of retirement pursuant to N.J.S.A. 40A10-23.

F. The City shall increase the present \$500,000 malpractice insurance to \$1,000,000 if available.

G. During the term of this agreement, the City may offer alternative health plans to the FMBA other than those specified in Article 10.A. The FMBA must approve any alternative health plan in writing before it will be available to all FMBA members on a uniform basis. Any agreement between the City and an employee regarding a FMBA approved alternative health plan will be authorized in writing. No employee shall be required to accept such alternative health plans.

#### **ARTICLE 11 - EXCHANGE OF DAYS OFF**

A. 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 House. 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.

#### **ARTICLE 12 - CLOTHING ALLOWANCE**

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

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

C. In addition to any other benefits contained in this article, each uniformed fire fighter shall be paid the sum of Seven Hundred Dollars (\$700) annually for the purchase and maintenance, including cleaning, of uniforms and equipment. If at any time it is determined by the Captain and/or City Manager or a designated representative that a fire fighter is not maintaining uniforms and equipment in proper condition, then said fire fighter 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 who retire shall 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 which is due to the retiring employee. The terminal leave shall not be paid in one lump sum, but shall 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.



## **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 in paragraph A above.

C. Employees in the United States Military Reserve will be given Military leave of absence, with pay, to fulfill their military obligation.

## **ARTICLE 15 - GRIEVANCE PROCEDURE**

A-1. The purpose of the Grievance Procedure shall be to settle all grievances between the City and the Association and employees, as quickly as possible, so as to assure efficiency and promote employee morale.

A-2. 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.

A-3. 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.

B. All grievances shall be processed as follows:

Step 1. They shall be discussed with the employee or employees involved, Captain of the Fire Department and Representative of FMBA Local # 36. 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 five (5) days, the City Manager shall submit a reply in writing to FMBA Local # 36. 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 and the Public Employment Relations Commission. No individual shall process his own

grievance unless the majority representatives have refused to process same. No individual shall negotiate terms and conditions of employment or termination of same. 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.

C. 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. The Association shall pay whatever costs may have been incurred in the processing of the case to arbitration.

D. 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.

E. The costs for the services of the Arbitrator shall be borne equally by the City and FMBA Local # 36. Any additional costs shall be paid by the party incurring same.

F. The decision of the Arbitrator shall be final and binding on both parties.

#### **ARTICLE 16 - UNSAFE VEHICLES AND DUTIES**

A. The City shall repair unsafe vehicles immediately or remove same from service.

B. In addition to the fire fighter's regular duties of actual fire fighting 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, fire fighters shall not be required to perform any police related jobs, except those related to or incidental to fire related duties. Nor shall fire fighters 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 as set forth in Appendix A.

B. All employees shall receive base salary contract raises of 2.7% effective January 1, 1992, an additional 3.0% effective January 1, 1993, and an additional 3.5% effective January 1, 1994. Employees who maintain current all required New Jersey Emergency Medical Technician (EMT) certification pursuant to Article 7.C.2. above shall also be entitled to a base salary EMT service raise of fifteen hundred dollars (\$1,500) effective January 1, 1992 and an additional fifteen hundred dollars (\$1,500) effective January 1, 1993 as set forth in the Salary Guide attached hereto as Appendix A.

C. Except as specified above, steps shall not be considered automatic. A pay code or title promotion shall not result in a decrease in pay.

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

E. Salary adjustments shall be effective on January 1st, 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 fire fighters hired prior to or on July 1, 1991 shall be the January 1st of the calendar year hired. The anniversary date year of hire for all fire fighters hired after July 1, 1991 shall be as follows: January 1st of the calendar year hired for those hired prior to or on July 1st; and January 1st of the next succeeding calendar year for those hired after July 1st.

**ARTICLE 18 - LONGEVITY**

A. In addition to salary, fire fighters shall receive longevity pay computed as follows:

Years of Service =====	Percent =====
5 years	2%
10 years	4%
15 years	6%
20 years	8%
24 years	10%

B. Longevity entitlements shall be effective on January 1st, 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 fire fighters hired prior to or on July 1, 1991 shall be the January 1st of the calendar year hired. The anniversary date year of hire for all fire fighters hired after July 1, 1991 shall be as follows: January 1st of the calendar year hired for those hired prior to or on July 1st; and January 1st of the next succeeding calendar year for those hired after July 1st.

**ARTICLE 19 - COURT TIME**

A. Should it become necessary for a fire fighter to appear in Court because of employment with the City, the fire fighter 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) fire fighters (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 passing grade.

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.

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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 fire fighter, per semester. If overtime caused by this clause reaches a total of \$2,000.00 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 expenses of courses if employee misses more than 15% of class (without medical excuse) and does not receive a passing grade.

#### **ARTICLE 21 - MANAGEMENT RIGHTS**

A. The City hereby retains and reserves unto itself, without limitations, 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 satisfactory, unsatisfactory or above average performance. The Evaluation System shall be carried out with proper Civil Service procedures and guide lines.

#### **ARTICLE 22 - NO STRIKE PLEDGE**

A. FMBA Local # 36 agrees that during the term of this agreement, neither 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 part, from the full, faithful and proper performance of the employees duties of employment) work stoppage, walk-out, or other job action against the City. FMBA Local # 36 agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, or walk-out, it is covenanted and agree that participation in any such activity by any fire fighter covered by this Agreement shall be

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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. FMBA Local # 36 will actively discourage and will take whatever affirmative steps that are necessary to prevent or terminate any strike, work stoppage, slowdown, walk-out 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**

A. 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, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

#### **ARTICLE 24 - RULES CHANGES**

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

#### **ARTICLE 25 - DURATION**

A. This Agreement shall be in full force and effect from January 1, 1992 until midnight, December 31, 1994. 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, 1991. Within fifteen (15) days of the receipt of such notification by either party, a conference shall be called between the City and FMBA Local # 36 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 presents properly executed by their proper corporate officers and the corporate seal affixed, dated the day and year first above fixed.

**FMBA LOCAL 36**

By: E. D. Halbrunn

Attest: Harold McPherson

Date Signed: 3-23-92

**CITY OF CAPE MAY**

By: William A. Jeffrey

Attest: Virginia E. Peterson

Date Signed: 3-26-92

**AGREEMENT  
BETWEEN  
CITY OF CAPE MAY,  
COUNTY OF CAPE MAY, NEW JERSEY  
AND  
CAPE MAY F. M. B. A. - LOCAL 36**

**January 1, 1992 through December 31, 1994**

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3						
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5	<b>Base Salaries:</b>					
6	EMT Service:			\$1,500	\$1,500	
7	Contract Raise:			102.70%	103.00%	103.50%
8			<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
9	<b>Rank</b>	<b>Year</b>	<b>1-Jan-91</b>	<b>1-Jan-92</b>	<b>1-Jan-93</b>	<b>1-Jan-94</b>
10	Fire Lieutenant/EMT		\$34,447	\$36,877	\$39,483	\$40,865
11	Fire Official/UFD		\$34,447	\$36,877	\$39,483	\$40,865
12	Fire Fighter/EMT	First	\$19,219	\$21,238	\$23,375	\$24,193
13	Fire Fighter/EMT	Second	\$20,490	\$22,543	\$24,720	\$25,585
14	Fire Fighter/EMT	Third	\$21,761	\$23,849	\$26,064	\$26,976
15	Fire Fighter/EMT	Fourth	\$23,315	\$25,445	\$27,708	\$28,678
16	Fire Fighter/EMT	Fifth	\$24,452	\$26,612	\$28,911	\$29,922
17	Fire Fighter/EMT	Sixth Plus	\$32,447	\$34,823	\$37,368	\$38,676