

AGREEMENT

between

CITY OF MARGATE CITY
ATLANTIC COUNTY, NEW JERSEY

and

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
LOCAL NO. 41

JANUARY 1, 1995 through DECEMBER 31, 1996

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AGREEMENT

THIS AGREEMENT, entered into this 20th day of *September*, 1994, by and between the CITY OF MARGATE CITY, in the County of Atlantic, a Municipal Corporation of the State of New Jersey (hereinafter called the "City"), and FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 41, duly appointed representative of the Fire Department of the City of Margate City (hereinafter called the "Association"), represents the complete and final understanding on all bargainable issues between the City and the Association.

ARTICLE I

PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J. Rev. Stat. 34:13A-5.1, et seq.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the City and employees; to prescribe the rights and duties of the City and employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated to the best interests of the people of the City of Margate City.

ARTICLE II

EMPLOYEE REPRESENTATIVE

A. Majority Representative. The City hereby recognizes the Association as the sole and exclusive negotiating agent and representative for all Fire Captains and Firemen employed in the City of Margate City Fire Department, but excluding all other personnel employed in the City of Margate City Fire Department and all other City employees.

1. The title "Firemen" or "Fire Officer" shall be defined to include the plural as well as the singular and to include males and females.

B. Stewards. The Association must notify the City of the names of the Stewards. No more than one (1) Steward and alternate is to be designated.

ARTICLE III

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. 1. 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.

2. With respect to employee grievances, no grievance may proceed beyond Step Three 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 or employment controlled by statute or administrative regulations, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One. The aggrieved or the Association shall institute action under the provisions hereof within five (5) calendar days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Fire Chief for the purpose of resolving the matter informally. Failure to act within said five (5)

calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two. If no agreement can be reached orally within five (5) calendar days of the initial discussion with the Fire Chief, the employee or the Association may present the grievance in writing within five (5) calendar days thereafter to the Fire Chief or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the grievant. The Fire Chief or his designated representative will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance.

Step Three. If the Association wishes to appeal the decision of the Fire Chief, such appeal shall be presented in writing to the Director of Public Safety within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Director of Public Safety shall respond in writing, or schedule a hearing, or both, to the grievance within ten (10) calendar days of the submission.

Step Four. If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the City and the Association. Any

other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be 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. The decision of the arbitrator shall be final and binding.

F. Upon prior notice to and authorization of the Director of Public Safety, the designated Association representatives shall be permitted as members of the Grievance Committee to confer with employees and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the City of Margate City Fire Department or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then

the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

H. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Director of Public Safety on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be cancelled, and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

ARTICLE IV

NON-DISCRIMINATION

A. The City and the Association agree that there shall be no discrimination against any Fireman because of race, creed, color, religion, sex, national origin or political affiliation.

B. The City and the Association agree that all Firemen covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from

any such activity. There shall be no discrimination by the City or the Association against any Fireman because of the Fireman's membership or non-membership or activity or non-activity in the Association.

C. It is understood that where there is specific statutory or administrative redress to an allegation of discrimination as set forth in this Article, recourse shall be to that avenue and not to the grievance procedure set forth elsewhere in this Agreement.

ARTICLE V

BULLETIN BOARD

The Association shall have the use of the bulletin board located in the Fire Department Headquarters for the posting of notices relating to meetings, official business, activities and information of the Association only.

ARTICLE VI

MANAGEMENT RIGHTS

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

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

its employees by utilizing personnel, methods and means in the most appropriate and efficient manner possible as may from time-to-time be determined by the City.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time-to-time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. The City reserves the right with regard to all other conditions of employment not reserved to make changes as it deems desirable and necessary for the efficient and effective operation of the Department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the

use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms hereof, and only to the extent said terms are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

D. The City agrees that it will not establish new work rules or regulations or modify or amend existing work rules or regulations governing wages, hours, or working conditions without prior consultation with the Association.

ARTICLE VII

STRIKES

The Association and employees assure and pledge to the City that their goals and purposes are such as to not permit strikes by employees, nor work stoppages, slowdowns, or any other such method which would interfere with service to the public or violate the Constitution and laws of the State of New Jersey; and the Association and employees will not permit such activities nor encourage other employees to initiate the same; and the Association and employees will not support anyone acting contrary to this provision.

ARTICLE VIII

HOLIDAYS

A. All employees covered by this Agreement shall be compensated for thirteen (13) paid holidays, based on an 8.4 hour day, regardless of whether any part of the holiday is worked or not.

B. Employees working any holiday will not receive any additional compensation.

C. Payment for these holidays shall be in a lump sum with the first pay in December of each year.

ARTICLE IX

VACATIONS

A. Annual vacations shall be granted as follows:

Up to the End of the First (1st) Calendar Year	One Working Day For Each Month Worked Up to a Maximum of Five
During Second (2nd) Year of Service	Ten Working Days
During Third (3rd) Year of Service and Thereafter	Twenty-Four Working Days

All vacations shall be assigned according to Departmental Policy.

B. For all new Employees hired after January 1, 1995, the following vacation schedule shall be in effect:

Up to the End of the First (1st) Calendar Year	One Working Day For Each Month Worked Up to a Maximum of Five
During Second (2nd) Year of Service	Ten Working Days
During Third (3rd) Year of Service	Sixteen Working Days
During Fourth (4th) Year of Service and Thereafter	Twenty-Four Working Days

All vacations shall be assigned according to Departmental Policy.

C. All Captains shall be entitled to twenty-eight (28) actual working days paid vacation. All Lieutenants shall be entitled to twenty-six (26) actual working days paid vacation.

D. It is the intent of this Article to assure personnel covered by this Agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation days.

E. Any unused vacation resulting from the pressure of work, as determined by the Chief, may be carried forward into the next succeeding year only, and will be scheduled to be taken in the next succeeding year.

ARTICLE X

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post of duty by a Fireman because of illness, exposure to contagious disease, attendance upon a member of the Fireman's immediate family, seriously ill, requiring the care or attendance of such Fireman.

B. Any Fireman who shall be absent from work for three (3) or more consecutive working days due to illness, or leave for attendance upon a member of the Fireman's immediate family, may, at the discretion of the Fire Chief, be required to submit acceptable medical evidence substantiating the illness.

C. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor shall be required.

D. Sick leave shall accrue for all regular full-time Firemen at the rate of one (1) day per month during the first fiscal year of employment, and thereafter each December 31, commencing the following calendar year, fifteen (15) work days pro rata in every calendar year of employment thereafter, and shall accumulate year-to-year.

E. If a Fireman is absent from work for reasons that entitle him to sick leave, the Fire Chief or his designated representative shall be notified as early as possible, but no later than two (2) hours prior to the start of the scheduled work shift from which he is absent, except in case of emergency. Failure to so notify may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

ARTICLE XI

FUNERAL LEAVE

A. In the event of death in the Fireman's immediate family, the Fireman shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed three (3) working days.

B. The term "immediate family" shall include only father, mother, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child and foster child of an employee, and relatives residing in his household.

C. Funeral leave may be extended beyond the three (3) working day period without pay at the sole discretion of the Fire Chief.

D. The above shall not constitute sick leave and shall not be deducted from the Fireman's annual sick leave.

ARTICLE XII

INJURY LEAVE

A. Injury leave shall be granted with full pay to employees temporarily disabled through injury or illness arising as a result of and in the course of their respective employment. Said injury leave for temporary disability shall be governed by the statutes of the State of New Jersey and particularly the Workmen's Compensation Statutes under Chapter 15 of Title 34 of the Revised Statutes. Said injury leave shall extend for the time period as set forth in said statutes.

B. Any amount of salary or wages paid or payable to Firemen because of leave granted pursuant to Section A above shall be reduced by the amount of Workmen's Compensation award under Chapter 15 of Title 34 of the Revised Statutes made for disability because of the same injury or illness requiring such leave. It is the intention of the City to supplement any temporary disability payments made under Workmen's Compensation to Firemen so that said Firemen receive their full salary or wage for up to one (1) year in accordance with N.J.S.A. 40A:14-16. Upon cessation of payment of temporary disability by the carrier to the Fireman, the City's supplemental payments will also cease, and the Fireman will be expected to return to work.

C. If an employee is injured on the job, the City may, at its sole discretion; extend the injury leave period, without pay, beyond the one (1) year limitation.

ARTICLE XIII

CONDUCTING ASSOCIATION BUSINESS

A. The City agrees to grant time off without loss of regular straight time pay to the Executive Delegate and President of the Association (or appointed alternates) for the purpose of attending the regularly scheduled meetings of the State Association, provided that at least seventy-two (72) hours written notice is given to the Fire Chief. The Association shall designate, at the beginning of each year, the Executive Delegate and President. It is specifically understood that the Firemen so designated under this Section shall not switch tours in order to receive pay for the purpose of attending said meetings under this Section; and it is also specifically understood that if any of such meetings occur on a non-scheduled period, the Fireman shall receive no pay. It is provided further that the granting of such leave shall not interfere with the operation of the Fire Department of the City. The number of meetings for which time off without loss of regular straight time pay shall be granted shall not exceed one (1) per month.

B. During negotiations, the Association representatives so authorized by the Association, not to exceed two (2), shall be excused from their normal duties for such periods of negotiations as may be

agreed upon by the parties. Such excused individuals, however, shall be available for duty in the event that the need arises.

C. The City agrees to grant time off for conventions pursuant to N.J.A.C. 4A:6-1.13.

ARTICLE XIV

LEAVES OF ABSENCE

Leaves of absence without pay may be granted by the Governing body.

ARTICLE XV

LIMITATIONS ON LEAVE

No leave of absence or combination of leaves of absences for any cause whatsoever, including sick leave, injury leave, funeral leave, etc., shall exceed one (1) year. In the case of continuous absence from duty of any Fireman, for any cause whatsoever, of more than one (1) year duration, such Fireman so absent shall be automatically retired from the Department on the first anniversary date from the date such absence began, except if the leave period is extended at the sole discretion of the City pursuant to Article XII, Section C.

ARTICLE XVI

RETIREMENT

A. Upon a Fireman's retirement, death, or honorable termination of employment after having served at least five (5) full years, said employee shall be compensated for his accumulated sick leave at his

daily rate of pay for the year immediately preceding said termination and shall receive two (2) full days for each three (3) days of accumulated sick leave, with a maximum of one hundred (100) days credit. Any employee who is separated from the City for cause arising from any disciplinary action shall not be entitled to compensation for accumulated sick leave.

B. The accumulated sick leave pay shall be computed at his daily rate of pay for the year immediately preceding, including longevity. The daily rate of pay shall be computed by dividing base salary plus longevity by 260.

C. Other yearly benefits upon retirement, death, resignation or honorable termination after the fifth year of employment shall be paid on a pro-rata basis based upon the number of months the employee has worked during that calendar year. If an employee terminates his employment and is not in good standing in accordance with Civil Service regulations, then no benefits will be paid.

D. All Civil Service requirements pursuant to 4:1-16-12 shall be complied with.

ARTICLE XVII

SALARIES

A. The annual base salary of employees in this unit who were hired prior to January 1, 1995 shall be as follows:

<u>Title</u>	<u>1995</u>	<u>1996</u>
Captain	\$47,267	\$49,158
Lieutenant	44,735	46,524
Fireman (during 3rd year of service and thereafter)	42,203	43,891
Fireman (during 2nd year of service)	37,514	39,014
Fireman (during 1st year of service)*	30, 500 ⁴⁸⁰ SSE RJ	31,699

* first six months of employment are paid at \$23,500.

B. The annual base salary of employees in this unit who were hired on or after January 1, 1995 shall be as follows:

<u>Title</u>	<u>1995</u>	<u>1996</u>
Captain	\$47,267	\$49,158
Lieutenant	44,735	46,524
Fireman (during 5th year of service and thereafter)	42,203	43,891
Fireman (during 4th year of service)	37,528	39,029
Fireman (during 3rd year of service)	32,852	34,166
Fireman (during 2nd year of service)	28,176	29,303
Fireman (during 1st year of service)	23,500	23,500

B. Salaries set forth above shall be paid bi-weekly.

C. Upon the written request of the employee, there will be a payroll deduction for the Atlantic City Fireman's Federal Credit Union.

ARTICLE XVIII

WORK SCHEDULES & OVERTIME

A. 1. All like personnel shall work a forty-two (42) hour work week averaged over an eight (8) week cycle, according to the following schedule:

Two 10-hour days, followed by 24 hours off, followed by two 14-hour nights, followed by 96 hours off, on a continuing basis.

2. The inclusion of the work schedule in this Agreement specifically does not serve to waive any right on the part of the City to modify the schedule as an exercise of its managerial rights based on operational needs.

B. Overtime shall be defined as any time worked in excess of an employee's assigned shift.

C. Employees shall be paid one and one-half times their straight time hourly rate of pay, including longevity, computed on the basis of forty-two (42) hours per week for all overtime worked. Overtime accumulated in less than fifteen (15) minute segments of time shall be compensated once a month. Larger segments of time shall be paid no later than on the pay day for that pay which immediately follows the pay period in which the overtime occurred. Employees will keep written track of their overtime on time sheets which are to be approved by their supervisor.

D. In case of call back for a general alarm or for cover-up duty or other emergency, employees shall receive a minimum of three (3) hours

pay at the rate specified in Section C above, provided said hours are overtime hours as defined in Section B.

E. In the event an employee shall work overtime in excess of three (3) hours or that same is required at any given instance, the employee shall receive hour-for-hour for said overtime at the rate specified in Section C of this Article.

F. The Fire Chief shall attempt to distribute overtime on a fair and equitable basis.

ARTICLE XIX

LONGEVITY

A. Each employee listed in Article XVI shall be paid, in addition to and together with his/her annual base salary, additional compensation based upon the length of his/her service in the Margate City Fire Department as fixed and determined by the following schedule:

<u>Years of Service</u>	<u>Longevity Payment</u>
5 years	2%
10 years	4%
15 years	6%
20 years	8%
24 years or more	10%

B. The aforesaid longevity payments shall be paid in equal bi-weekly installments at the same time as the base pay.

C. Said additional percentage of salaries shall be computed from the anniversary date of hiring.

ARTICLE XX

WORK IN HIGHER RANK

Any employee assigned to serve as an officer shall be paid at the rate of pay applicable to the title for which assigned for the period so assigned.

ARTICLE XXI

CLOTHING ALLOWANCE

A. The City agrees to provide all bargaining unit members with an annual clothing maintenance allowance of Three Hundred (\$300.00) Dollars.

B. The City agrees to distribute the above clothing maintenance allowance on the first pay period in December.

ARTICLE XXII

COLLEGE ALLOWANCE

A. The City and the Association agree that the amount and quality of an employee's education often determine the value of his contribution to the community, and the degree of proficiency with which he performs his duties. In order to provide an incentive to encourage members of the Association to achieve the advantage of higher education, the City agrees that each employee who receives academic credits for part-time

study in any institution of collegiate grade which offers a college curriculum leading to or accreditable toward an undergraduate, baccalaureate, or associate degree, relating to their employment, and which is accredited by the Board of Higher Education, shall receive a college allowance as hereinafter set forth. Each employee who has received credit for such academic courses, even if said courses were taken and completed while said employee was not a member of the Margate City Fire Department, shall be entitled to and paid a college allowance of Ten (\$10.00) Dollars per year for each academic credit hour so received. This college credit allowance of Ten (\$10.00) Dollars per credit hour received shall be cumulative, so that each employee shall be entitled to receive the college allowance per year for the total credits obtained by said employee, and said credit allowance shall continue so long as the employee is employed by the employer. The college allowance shall be paid on the first pay in December of each year. In addition to any other credits or payments set forth herein or hereunder, the City will pay to each Fireman, upon the completion of a course, a reimbursement to him for the full cost of tuition and books for each course so completed.

B. Notwithstanding any of the provisions of Section A above, all applications for college allowance must be submitted in advance to the Director of Public Safety for his approval. The Director of Public Safety may refuse to pay a college allowance for any credits not required for a degree, which, in his sole discretion, does not relate to the employee's employment or the degree which he is obtaining. The

maximum college credit allowance shall not exceed the total sum of Six Hundred Fifty (\$650.00) Dollars.

ARTICLE XXIII

CONTINUING EDUCATION ALLOWANCE

A. The City agrees that each employee who completes continuing education courses directly related to firefighting and EMT responsibilities from institutions offering fire and emergency medical service related courses, taken with the approval of the Fire Chief, are entitled to be paid an allowance of Ten (\$10.00) Dollars per year per credit hour, to be paid the first pay in December. This allowance will not be paid however for courses related to obtaining EMT Certification or for courses related to EMT Re-Certification.

B. For purposes of calculating credit hours, each ten (10) hours spent in a course will equal one (1) credit hour.

C. Employees will be permitted to bank course hours until such hours reach the ten (10) hours necessary to earn one (1) credit hour. In addition, any employee who has taken an approved course between January 1, 1988 and January 1, 1990 is entitled to an allowance for such hours effective January 1, 1990.

D. The City also agrees to continue its practice of paying the tuition for fire and emergency medical service related courses.

ARTICLE XXIV

HOSPITALIZATION INSURANCE

A. The City agrees to continue to provide to employees the same or equivalent plan of hospitalization, medical insurance, prescription plan and dental plan as were being provided on January 31, 1990, subject to the following modifications:

- (a) Emergency Room Deductible of \$25 per visit to be instituted.
- (b) Hospital Admission Coverage applies after application of deductibles.
- (c) Add Pre-Admission Review and Second Surgical Opinion.
- (d) Increase Co-Pay on Prescription Plan to \$5.00 Co-Pay and zero for generic.

B. The City further agrees that the continuance of coverage after retirement of any employee shall be provided at such rates and under such conditions as shall be prescribed in the contract, subject, however, to the requirements hereinafter set forth in this subsection. The contribution required of any retired employee toward the cost of such coverage shall be paid by him directly to the insurance agent.

C. Retired employees shall be required to pay for the entire cost of coverage for themselves and their dependents at rates which are deemed to be adequate to cover the benefits, as affected by Medicare, of such retired employees and their dependents on the basis of the utilization of services which may be reasonably expected of such older age classifications, provided, however, that the total rate payable by

such a retired employee for himself and his dependents for coverage under the contract and for Part B of Medicare shall not exceed by more than twenty-five (25%) percent the total amount that would have been required to have been paid by the employee and his employer for the coverage maintained had he continued in office or active employment and he and his dependents were not eligible for Medicare benefits. Nothing herein shall be construed as compelling an employer to pay any portion of the premiums or charges attributable to such contracts.

D. The City agrees to provide bargaining unit employees with a Four Thousand (\$4,000.00) Dollar life insurance policy.

E. In the event an employee elects H.M.O. coverage in lieu of that set forth in paragraph A above, the employer's contribution shall not exceed the premium which would be paid to the City's carrier.

ARTICLE XXV

PROBATIONARY PERIOD

New employees shall serve a probationary period of one (1) year. During said probationary period, they shall be paid as qualified first year employees. For the purpose of seniority and longevity, the original date of hire should be used.

ARTICLE XXVI

CONTINUATION OF BENEFITS NOT
COVERED BY THIS AGREEMENT

All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the City's Charter, ordinances, Rules and Regulations of the Fire Department of the City, and any present benefits which are enjoyed by employees covered by this Agreement that have not been included in the contract shall be continued, unless negotiated with the Association.

ARTICLE XXVII

SAVINGS CLAUSE

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable, without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE XXVIII

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term 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 XXIX

LABOR MANAGEMENT COMMITTEE

The City and the Association agree that there shall be established a Labor Management Committee whose purpose is to increase the communication between the employees and the Commissioners of the City. The Committee will consist of three (3) members from the Association and the Director of Public Safety of the City. The Committee shall meet periodically for the purpose of discussing matters of concern to both parties.

ARTICLE XXX

EMERGENCY MEDICAL TECHNICIAN

A. Any employee who is certified by the New Jersey Department of Health as an Emergency Medical Technician shall be entitled to One Thousand Nine Hundred (\$1,900.00) Dollars additional pay per year in

1995 and One Thousand Nine Hundred Fifty (\$1,950.00) Dollars additional pay per year in 1996.

B. The City agrees to pay the above E.M.T. allowance on or about the first pay in December.

C. The City reserves the right to require proof of satisfactory completion of a certification from any employee entitled to pay.

ARTICLE XXXI

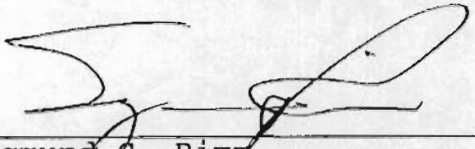
DURATION OF AGREEMENT

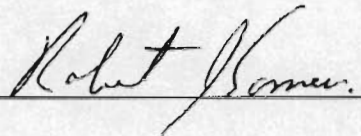
This Agreement shall be in full force and effect as of January 1, 1995 and shall remain in effect to and including December 31, 1996 without any reopening date. This Agreement shall continue in full force and effect from year-to-year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Margate City, New Jersey, on the date first set forth above.

CITY OF MARGATE CITY

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION, LOCAL NO. 41

By: 
Sigmund S. Rimm
Commissioner of Public Safety

By: 
Robert Komer

(CLIENTS\MARGATE\41.95)

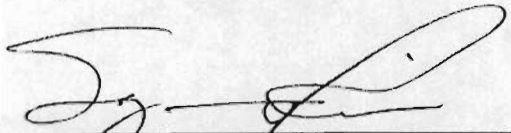
SIDE BAR AGREEMENT

Three years prior to an employee's retirement from City service, if the employee is receiving an EMT stipend, said stipend shall be added to the employee's base for all purposes if the employee so requests in writing.

CITY OF MARGATE CITY

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION, LOCAL NO. 41

By:



Sigmund S. Rimm
Commissioner of Public Safety

By:

