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AGREEMENT

CITY OF CAPE MAY

and

F.M.B.A. LOCAL #36

Cape May County

~~January 1, 1976 through December 31, 1978~~

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PREAMBLE

This Agreement, made and entered into, this 23rd day of August 1976 between the City of Cape May, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "City" and Local #36 of the Firemen's Mutual Benevolent Association, hereinafter referred to as "Local #36 FMBA."

INTRODUCTORY STATEMENT

The within 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 "Ch. 123") and to formalize agreements reached through negotiations conducted in good faith between the City and Local #36 FMBA 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 Local to the end that continuous and efficient service shall be rendered to any by both parties, for the benefit of both;
NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

A. The City hereby recognizes Local #36 as the sole and exclusive representative of all uniformed paid employees and Lieutenants 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.

ARTICLE II

ASSOCIATION REPRESENTATIVE AND MEMBERS

A. The City agrees to grant the necessary time off, not to exceed the day(s) designated, without discrimination to any employee designated by the FMBA Local #36 to attend State and National Meetings provided seventy-two hours written notice is given to the City Manager by the FMBA. 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 #36 shall be allowed to visit fire headquarters, fire stations, and the Fire Director's Office 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 Department Head or, in his absence, his authorized representative. He shall not interfere with the emergency work performed by the Department.

ARTICLE III

SEPARABILITY AND SAVINGS

A. Nothing contained herein shall be construed to deny or restrict any paid fireman such rights as he may have 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 not be 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 IV

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. The City Manager shall consult with the Commanding Officer before granting leave. The leave may be extended for an additional six months. Such permission shall not be arbitrarily denied.

ARTICLE V

VACATIONS

A. Annual vacation shall be granted in accordance with the following schedule:

First year of service one calendar week prorated at one day for one months service actually worked.

Second year of service two calendar weeks.

Third (3) through fifth (5) year 3 calendar weeks

Sixth (6) through tenth (10) year 4 calendar weeks

Eleventh (11) through fifteenth year 5 calendar weeks

Sixteenth year on-- 6 calendar weeks

B. Vacation allowance must be taken during the current Calendar Year at such time as permitted or directed by the appointing authority unless the appointing authority 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. Vacations shall be taken in accordance with the schedule submitted to the appointing authority 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 Dec. 31. The schedule shall be submitted to the City Manager by the Captain of the Fire Department.

D. Only for the purposes of computing vacation time and longevity pay the following shall apply:

Any employee hired on or before July 1st, shall be considered for the above purposes, as though hired on January 1st immediately preceding the date of hire. Any employee hired after July 1st, shall have his anniversary date measured from the January 1st next succeeding the date of hire.

ARTICLE VI

WORK WEEK, OVERTIME

A. The present work week shall remain as is; one twenty-four (24) hour duty day commencing at 8 a.m. and ending at 8 a.m. twenty-four (24) hours later, followed by a forty-eight (48) hours off duty. Two weeks of the foregoing schedule the fireman shall work forty-eight (48) hours and then one week he shall work seventy-two (72) hours. The foregoing shall not apply to the junior man in the department, who, in accordance with prior practice shall be a swing man and shall not work the schedule hereinabove set forth. The usual overtime provisions shall apply, however. All hours worked beyond one hundred sixty-eight (168) hours in a three (3) week cycle shall be considered overtime.

B. If an employee is authorized to work beyond his regular tour of duty hours by the Department Head or his designated representative the employee shall be paid at the rate of time and one-half for the number of hours actually worked. Overtime pay shall be paid in the pay period falling on each Calendar Quarter.

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. If a fireman is called to duty on his day off he shall be paid for all hours worked at the rate of time and one-half and further shall be guaranteed a minimum of four (4) hours at the time and one-half rate of pay. If a fireman is thus called in and the overtime be less than the guaranteed minimum hours the fireman may be required to do other fireman duties to complete the four (4) hour call in time.

E. No overtime shall be paid as a result of trade time nor due to abusive use of sick leave which results in calling in additional personnel to work for the supposed sick person.

ARTICLE VII
OUT OF TITLE WORK
AND MANPOWER

A. Whenever a fireman acts in a higher rank pursuant to orders by the Captain or his designated representative, he 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 (169th) hour the pay shall commence. When a fireman is assigned to act in a higher rank he 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. To maintain the present eight (8) positions, vacancies occurring due to retirement, resignation or other causes shall be filled from a current Civil Service list within thirty (30) days of

the termination of any employee.

D. The City agrees to maintain the present eight (8) positions subject to it's statutory rights to reduce manpower due to a demonstrated fiscal necessity.

E. The City agrees to create and man the rank of Lieutenant. There shall be two (2) Lieutenant positions which shall be filled in accordance with Civil Service regulations from an appropriate promotion list.

ARTICLE VIII

HOLIDAYS

A. Employees shall receive thirteen (13) paid holidays to be compensated in accordance with prior payment procedures. In addition they shall receive two (2) personal days off with pay, neither of which shall be a Legal Holiday.

B. Where a Special Holiday is declared by the Mayor and/or Council, in addition to the thirteen (13) paid holidays provided above, firemen shall each receive compensation as if it were a regular holiday. Such payment shall be computed in the same manner as the thirteen (13) paid holidays.

ARTICLE IX

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 his immediate family.

B. "Immediate Family" means father, mother, spouse, child, 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 in the line of duty is incapacitated and unable to work because of an injury, while in the line of duty, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his 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 (4) 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 X

INSURANCE HEALTH AND WELFARE

A. The City shall provide Blue Cross, Blue Shield, Rider J, and Major Medical Insurance 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:14-155 as amended.

ARTICLE XI

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. Such requests shall be granted on a uniform basis in accordance with prior practice by the City Manager. The request shall be made forty-eight (48) hours in advance. Special requests made less than forty-eight (48) hours in advance may be granted at the discretion of the City Manager or his designated representative.

ARTICLE XII
CLOTHING ALLOWANCE

A. The City shall supply all standard uniforms and equipment and maintain same. Maintenance shall not include cleaning. The City shall however, replace all uniforms and equipment damaged or worn or not otherwise serviceable or presentable.

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

ARTICLE XIII

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 XIV

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, leave of absence shall be granted.

B. Employees who are presently subject to existing Reserve Requirements to the United States Armed Forces or Reserve shall be covered by the Military Compensation agreement made in paragraph A above.

ARTICLE XV

GRIEVANCE PROCEDURES

A. The purpose of the grievance procedure shall be to settle all grievances between the City and the employees as quickly as possible, so as to assure efficiency and promote employee's morale. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this agreement and may be raised by an individual, the Association or the City. All grievances shall be processed as follows:

1. They shall be discussed with the employee or employees involved, Ranking Officer of the Fire Department and Representative of the 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.

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 his reply in writing to the FMBA. If the grievant is not satisfied he may move the grievance to step 3.

3. If the grievance is not settled through Steps 1 and 2, either party may refer the matter to an arbitrator mutually agreed upon by the parties. Notification of a determination to submit the matter to an arbitrator shall be made within ten (10) days after the decision of the City Manager as set forth in Step 2 above. If the parties cannot mutually agree upon an arbitrator within thirty (30) days after the decision of the City Manager either party may make application to the then President of the Cape May County Bar Association who shall appoint an arbitrator. If the President of the Cape May County Bar Association is unable to act on the appointment due to a conflict of interest or for any other reason he shall designate another officer of the said County Bar Association to make the appointment of the arbitrator. No arbitration hearing shall be scheduled sooner than thirty (30) days after the appointment of the arbitrator. In the event the aggrieved elects to pursue Civil Service procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration until a Civil Service decision has been rendered. The arbitrator shall be bound and governed 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 amendmant or supplement thereto. The costs for the services of the arbitrator shall be borne equally by the City and the Association. Any additional costs shall be paid by the party incurring same. The decision of the arbitrator shall be final and binding on the parties to this agreement. The arbitrator shall render his decision in writing to the parties no later than ten (10) days after the grievance hearing.

4. 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.

5. One (1) member of the grievance committee shall be granted time off as required to attend grievance hearings.

ARTICLE XVI

UNSAFE VEHICLES AND DUTIES

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

B. In addition to the firemen's regular duties of extinguishment of fires, inspections, and fire prevention, he shall not be required to perform any police related jobs, except those related to or incidental to fire related duties. Nor shall firemen be required to take part actively in the quelling of any riot.

ARTICLE XVII

SALARY

A. The salary for Firemen covered by this agreement shall be as follows: (Computed from date of hire).

	<u>1976</u>	<u>1977</u>	<u>1978</u>
1st Year Firemen	\$ 9,672.80	<i>10,476.62</i> \$10,446.62	\$11,282.35
2nd Year Firemen	10,881.90	11,752.45	12,692.65
3rd Year Firemen	11,486.45	12,405.36	13,397.79
4th Year Firemen (and over)	12,695.55	13,711.19	14,808.08
Lieutenants	13,904.65	15,017.02	16,218.38

B. The City agrees to maintain parity between Firemen and Policemen of similar status with regard to base salary. Fire Lieutenants shall be compensated at same base salary as Police Sergeants.

ARTICLE XVIII

LONGEVITY

A. In addition to salary, employees shall receive longevity pay to be computed at 2% of employee's base for every five (5) years of service to a maximum of 10%. Longevity pay shall be computed on the basis set forth in Article V, Section D.

ARTICLE XIX

COURT TIME

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

ARTICLE XX

SCHOOLING

A. Employees shall receive an increment of ten (\$10.00) dollars per college credit in the year in which the credit is earned only, 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 for which increments shall be paid. 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 course 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 in order for the increment to be paid. No increment shall be paid for any course if such prior approval is not secured, even if the course would otherwise qualify. Courses completed after January 1, 1976 but prior to September 1, 1976 shall be deemed approved notwithstanding the foregoing so long as they otherwise qualify.

E. A maximum of twenty-two (22) college credits per year per individual shall qualify for the increment.

F. Payment of increments for any course shall be made only in the year in which the course is satisfactorily completed as aforesaid and credits once paid are not cumulative.

G. Payment of the increment for college credits shall be made in the last pay check of the calendar year for the qualified credits satisfactorily completed in that year.

ARTICLE XXI

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.

ARTICLE XXII

NO STRIKE PLEDGE

A. The Local 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 from his position, 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. The Association 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 agreed that participation in any such activity by any fireman 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. The Local 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 XXIII

FINALITY OF AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all issues negotiated between them. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter.

ARTICLE XXIV

RULE CHANGES

A. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative (LOCAL #36 FMBA) before they are established.

ARTICLE XXV

DURATION

A. This Agreement shall be in full force and effect from January 1, 1976, until midnight, December 31, 1978. 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 and twenty (120) days prior to the expiration date of December 31, 1978. Within fifteen (15) days of the receipt of such notification by either party a conference shall be called between the City and 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.

CITY OF CAPE MAY

By *Bernard A. Berk*
Bernard A. Berk, Mayor

Attest *Clara E. Macciocchi*
Clara E. Macciocchi, Clerk

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
LOCAL #36

By *Howard J. Kelly*

Attest *Howard J. Kelly*