

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

**January 1, 2005 through December 31, 2009**

**INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS CONTRACT**

ORIGINAL  
IN RED

Handwritten initials and a signature in the bottom right corner. The initials appear to be 'M-1' and the signature is a stylized 'A'.

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January 1, 2005 through December 31, 2009

PREAMBLE

THIS AGREEMENT, made and entered into as of this 1st day of January 2005, between the City of Cape May, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "City" and Local # 3495 of the International Association of Fire Fighters hereinafter referred to as "IAFF Local 3495 or IAFF".

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 IAFF Local 3495 with respect to grievances and terms and conditions of employment.

WITNESSETH

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 – RECOGNITION

A. The City hereby recognizes IAFF Local 3495 as the sole and exclusive representative of all uniformed, full time, year-round paid employees, not including Chief, in the Fire Department of the City of Cape May, for the purpose of bargaining with respect to rates of pay, wages, hours of work, safety and working conditions. Unless specified otherwise herein, the term "fire fighter" shall apply to all employees represented by IAFF Local 3495

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

ARTICLE 2- ASSOCIATION REPRESENTATIVE AND MEMBERS

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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 employee designated by IAFF Local 3495 to attend State and National Meetings provided seventy-two (72) hours written notice is given to the City Manager by IAFF Local 3495. Time off shall be granted without loss of pay. No more than one employee shall be granted time off at any one time. Time off shall be exercised reasonably.

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

ARTICLE 3- SEPARABILITY AND SAVINGS

A. Nothing contained herein shall be construed to deny or restrict any paid 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 Chief 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:

Years of Service =====	Vacation 24-Hr Days (Hours) =====	Years of Service =====	Vacation 24-Hr Days (Hours) =====
*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)		

\* 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 Chief of the Fire Department. Changes may be made with approval of Chief and City Manager .

D. The CITY may, by mutual consent with any employee covered by the terms of this AGREEMENT, pay the value of any 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 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 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. In the event an employee does not earn a portion of vacation or other leave credited at the beginning of the year due to resignation, retirement, leave of absence or other circumstances when leave does not accrue, the amount of leave not earned shall be deducted from the employee's leave balance and, if unearned leave has been utilized, the City shall recover the value of any unearned leave utilized by payroll deductions. In the event an



employee has utilized unearned leave in excess of pay due, then the employee shall be obligated to pay the value of the unearned leave used to the City.

ARTICLE 6- WORK WEEK, OVERTIME

- A. The present workweek 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. The shift lieutenant is excluded from this reassignment provision.
  - 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 during change of shifts, the following schedule shall be used:

0 -10 Minutes	No compensation
11 -30 Minutes	1/2 hour compensation
over 31 Minutes	One (1) hour compensation

D. Recall To Duty. In the event a fire fighter is called to duty by the City Manager or a designated representative, other than EMS on a scheduled day off, the fire fighter shall be paid for all hours worked at the rate of time and one- half on an hour for hour basis.

~~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 Mayor 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 workweek, the Fire Official UFD shall be paid at time and one-half the normal hourly rate.~~

E. 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 fifty nine (159) regular hours and nine (9) overtime hours in a 21-day, three week cycle. On the one hundred and sixty-ninth (169th) hour, the increased rate of pay shall commence. When a 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. Acting assignments in the position of Chief shall be filled from the next lower rank. Acting assignments in the position of Lieutenant shall be filled from the top three (3) employees on the Civil Service list who are not already a Lieutenant or acting as an officer; or, in the absence of a Civil Service List, from the three (3) most senior employees from the next lower rank.

F. In the event any 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.

G. 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.G. above, the EMT shall be paid a lump sum of seventy-five dollars (\$75) instead of overtime pay. Only the first two (2) EMT's who are actually required to participate in an ambulance run and/ or perform emergency medical services shall receive said seventy-five dollars (\$75) lump sum compensation. If it is necessary for a responding off-duty EMT to remain at the fire station to permit other EMT's to handle an emergency call, such duty shall be considered participation in said emergency . If two (2) EMT's are needed and more than two (2) respond, only the first two (2) EMT's who arrive are entitled to such compensation unless specifically authorized by the highest-ranking 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.

H. In the event an employee attends a Fire or EMS related class not mandated as a condition of employment, he will be eligible for reimbursement to a maximum of \$250 per year.

## ARTICLE 7- REQUIRED CERTIFICATIONS

A. 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 re-certification sessions and the City shall not be liable to pay any overtime, compensatory time, or any other expense in connection with such training except as specified below. New employees must have certification prior to date of hire.

B. Emergency Medical Technician (EMT) and Automatic Electronic Defibrillation (AED). All members of the bargaining unit are required to maintain current EMT and AED accreditation's throughout each member's term of employment.

1. The city shall be responsible to arrange for all required EMT and AED re-certification training opportunities for each employee so that re-certification can be earned prior to the expiration of each employee's current certification.
2. Each employee shall be responsible for attending and successfully completing any necessary training or re-certification sessions to maintain current EMT and AED accreditation.
3. The city shall not be liable to pay any overtime, compensatory time, or any other expense in connection with attending such training.
4. New employees must have certification prior to date of hire.

C. ~~Fire Inspector Certification (FIC).~~

~~All members of the bargaining unit are required to maintain a current FIC accreditation throughout each member's term of employment. In consideration for maintaining this certification, the City will pay employee who must attend fire inspector re-certification class on a non-workday, up to five (5) days in a three-year period. Payment will be eight (8) hours at straight time.~~

ARTICLE 8 -HOLIDAY PAY & PERSONAL DAYS OFF

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

Example:

Base Salary for current year		\$51,639.00
Add longevity pay of 4%		<u>2,065.56</u>
Subtotal		\$53,704.56
Divide by 2912		
Quotient	=	18.44
Multiply x 24	=	442.56
Multiply x 14 (total holidays yearly		6,195.84



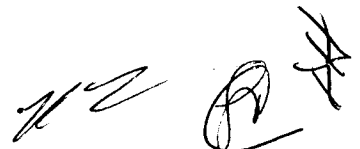
B. Employees covered by this Agreement shall receive three (3) personal days off per year with pay.

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.

D. In cases where more than one employee per shift wishes time off, the individual with the most seniority will be given the day off. In the event more than one person on a shift requests time off, it will be given at the discretion of the Chief based on overtime requirements. If the requesting employee can arrange for coverage of their shift on that day, without the department incurring any overtime, time off will be granted. In all cases, a minimum of forty-eight (48) hours notification time must be provided to the Chief.

#### ARTICLE 9 – SICK LEAVE

- A. “Sick Leave” means any absence of an employee because of illness, exposure to contagious disease attendance upon a member of the immediate family who is seriously ill and required the care of attendance of such employee, or death in the employee’s immediate family.
- B. “Immediate Family” means parents, stepparents, grandparents, spouse, child, mother-in-law, father-in-law, foster child, and sister of brother of the employee. It shall also include a relative of the employee permanently residing in the employee’s household.
- C. Employees shall be given time off without deduction from pay or time owed, for death in the immediate family, from the day of death, up to and including the day of the funeral, not to exceed four (4) calendar days.
- D. If 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 (4<sup>th</sup>) 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.



- F. If an employee is out for reasons covered under article 9 – A., he or she is required to notify the Officer in charge at least one (1) hour prior to the beginning of his or her shift. The person calling out sick will be at their residence or place of confinement for the period of time that they would normally be working, except when he or she is obtaining medical treatment for the illness causing the need for sick time.
- G. Sick time must be taken in a minimum of four (4) hour increments.
- H. Any employee who retires with twenty-five (25) years service with the City will be allowed to “cash in” up to one hundred and twenty (120) sick days at one hundred (100) dollars per day, up to a maximum of \$12,000.

#### ARTICLE 10 – INSURANCE, HEALTH AND WELFARE

A. The City shall provide health benefits equivalent to current benefit levels for all full time employees and their immediate families, starting on the first day of the month following sixty (60) days of employment. The City shall have the right to change insurance carriers so long as substantially similar benefits are provided.

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

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

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

E. The City shall maintain an Emergency Medical Technicians Professional Liability insurance policy with a limit of liability of \$1 million to the extent such coverage is available.

F. During the term of this agreement, the City may offer alternate health plans on a uniform basis to all employees covered by this Agreement. No employee shall be required to accept such alternate health plan.

G. The City will provide a supplemental insurance program for four optional uses. They include vision, dental, health aides and well care. A total of thirteen hundred (1,300) dollars for a single employee and two thousand one hundred (2,100) dollars for a married employee may be designated for use in any of the identified categories in any one calendar year. Any allocations not used by December 31 in any year will expire. Except for contributions identified in H. below, normal insurance deductibles, are not eligible for reimbursement.



H. Employees hired before January 1, 2005 will be offered any State Health Benefits Plus health insurance plan, or any other single coverage plan, at no cost. In the event that the employee desires to select any other plan coverage, a yearly contribution equal to 10% of the average difference between the single employee premium and the yearly premium of the selected plan types, will be made. This contribution will be paid bi-weekly. The maximum per year contribution thru the end of this contract will be \$950.00. Additionally, this contribution can be paid using Flex Care dollars. See Appendix B for 2005 calculations.

I. Employees hired after January 1, 2005 will be offered any State Health Benefits Plus health insurance plan at no cost. In the event that the employee desires to select any other plan, a yearly contribution equal to 25% of the average difference between the single employee Plus plan premium and the yearly premium of the selected plan type, will be made. The maximum per year contribution thru the end of this contract will be \$2,000.00. This contribution will be paid bi-weekly and can be paid using Flex Care dollars. See Appendix C for 2005 calculations.

J. Upon retirement after 25 years of service to the City, the City will pay the entire cost of health insurance premiums for those coverage's itemized in Article 10, A. above available for retirees from the City's insurance group to supplement Medicare or any other health insurance to which the retiring employee may be entitled for the lifetime of the retiring employee and his spouse at the time of retirement. Dependent health coverage will be provided according to the terms of eligibility of the retiree's selected health plan.

- 1 Health plan deductibles for retirees shall reflect plan maximums as identified by the insurance plan selected by the retiree.
- 2 The health plan for retirees shall have the lifetime limit as specified by the insurance plan selected by the individual.

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

## 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 one thousand dollars (\$1,000) annually for the purchase and maintenance, including cleaning, of uniforms and equipment in compliance with current OSHA/PEOSHA standards. If at any time it is determined by the Chief and/ or City Manager or a designated representative that a 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 hired prior to July 1, 2000, who retire, may receive terminal leave immediately prior to retirement. Such leave shall be computed at a rate of 5.6 calendar days for each calendar year of service. In addition to such leave, the employee shall receive all vacation time that is due to the retiring employee. The terminal leave may be spread out over the remaining regular pay periods of the employee electing retirement. Once terminal leave has commenced, it shall not be interrupted for purposes of taking sick leave.

B. In the alternative, an employee may work up to his/her retirement date and receive the equivalent amount of pay for terminal leave in a lump sum upon retirement. An employee opting to work instead of taking the terminal leave must give notice to the City Manager in the year prior to retirement.

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

#### ARTICLE 14 - MILITARY LEAVE

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

absence shall be granted.

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

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

## ARTICLE 15 - GRIEVANCE PROCEDURE

A-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, Chief of the Fire Department and Representative of IAFF Local 3495 .All grievances shall be filed in writing within ten (10) days of their occurrence, and a written response shall be given within seven (7) days of the submission of the grievance.

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

Step 3. If the grievance is not settled through Steps 1 and 2, either party may refer the matter to the Public Employment Relations Commission (PERC) within ten (10)



days after the determination by the City Manager. An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission. No individual shall process his own grievance unless the majority representatives have refused to process it. No individual shall negotiate terms and conditions of employment or termination of it. The majority representative has this exclusive right under Chapter 123, Laws of New Jersey. One (1) member of the grievance committee shall be granted time off as required to attend grievance hearings.

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 IAFF Local 3495. The party incurring it shall pay any additional costs.

I. 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 it 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. An employee's hourly wage shall be calculated by determining the sum of the applicable base salary on Appendix A plus longevity pursuant to Article 18, and plus holiday pay pursuant to Article 8, then by dividing that sum by 2912.

B. All employees shall receive base salary contract raises of 4% effective January 1, 2005, an additional 4% effective January 1, 2006, an additional 4% effective January 1, 2007, an additional 4% effective January 1, 2008, and an additional 4% effective January 1, 2009.

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 and before January 1, 2001, 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. Employees hired after December 31, 2000, shall have their first salary increase, effective January 1 of the year following their hire, pro-rated based upon the percentage of the previous year worked. The pro-rated percentage will be calculated by dividing the number of full months worked to December 31, and dividing it by 12. The contractual increase percentage will be multiplied by the pro-rate amount to determine the employee's percentage of increase. Full contractual raises will be provided each year thereafter.

F. Years twenty-one (21) through twenty- five (25) reflect a fourteen hundred (1,400) dollar lump sum increase in addition to the normal contractual increase. This is a fixed amount and is excluded from the normal contractual increase calculation.

G. Set Aside Trust

1. There shall be a set aside of \$2,000.00 per year for each of the first five years of employment for all employees hired on or after January 1, 2005, for a total set aside, by the City, in a trust of \$10,000 per employee. Employees hired prior to January 1, 2005, who have not reached five (5) years of service with the City, will qualify for the set aside until they reach their 6<sup>th</sup> year step.
2. Any firefighter who obtains certification as Firefighter II, during their first five years of employment, will be provided and additional \$1,000 set aside each year from the time they receive their certification until they reach their 6<sup>th</sup> year step.
3. There shall be a vesting scale with respect to the proceed set aside in the Trust, as set forth below:

<u>Year</u>	<u>% Vested</u>	<u>Year</u>	<u>% Vested</u>
1	0	14	43
2	0	15	48
3	0	16	53
4	0	17	58
5	0	18	63
6	3	19	68
7	8	20	73
8	13	21	78
9	18	22	83

10	23	23	88
11	28	24	93
12	33	25	100
13	38	25+	100

4. Upon retirement, or end of employment, any employee qualifying for a set aside benefit will repay the total amount of set aside provided to him as identified in G 1 and G 2, if any. In the event that the employee's trust value is less than that provided to them, they will be responsible to make up any short fall.

ARTICLE 18- LONGEVITY

A. In addition to salary, only fire fighters hired prior to July 1, 2000 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.

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~~ with a C grade of better.



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

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

F. Employee shall be relieved from duty when course coincides with normal duty schedule. There shall be a maximum of six (6) hours time off for each conflict of duty and school and a maximum of five (5) such incidents per fire fighter, per semester. If overtime caused by this clause reaches a total of \$2,000.00 in anyone 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) or does not receive a passing grade.

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

#### 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 guidelines.

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

#### ARTICLE 22 - NO STRIKE PLEDGE

A. IAFF Local 3495 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 employee's duties of employment) work stoppage, walkout, or other job action against the City. IAFF Local 3495 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 fire fighter 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. IAFF Local 3495 will actively discourage and will take whatever affirmative steps that are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City. D. Nothing in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief, as it may be entitled to have in law or in equity, for injunction or damages or both, in the event of such breach by the Local or its members.

#### ARTICLE 23- FULLY BARGAINED PROVISIONS

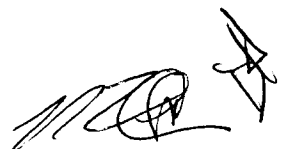
A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such 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 IAFF 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, 2005 until

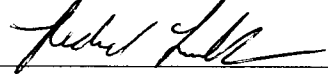


midnight, December 31, 2009. Either party wishing to amend or modify such Agreement must notify the other party in writing not more than one hundred and eighty (180) days nor less than one hundred twenty (120) days prior to the expiration date of December 31, 2009. Within fifteen (15) days of the receipt of such notification by either party, a conference shall be called between the City and IAFF Local 3495 for the purpose of such amendment or modification. In the event that the termination date of this Agreement passes without a subsequent Agreement being signed, this Agreement shall remain in full force and effect.

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

IAFF Local 3495

By: 

Attest: 

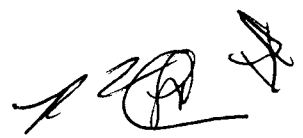
Date Signed: 5-27-05

CITY OF CAPE MAY

By: 

Attest: 

Date Signed: 5-26-2005





**Health Insurance Coverage for Employees Hired Before 1/1/05**

Plan	Employee	Total Cost	Dep Cost	Emp Cont 0%	Cost Per Check
NJ Plus Single	\$ 4,380.24	\$ 4,380.24	\$ -	\$ -	\$ -
NJ Plus Par/Child	\$ 4,386.36	\$ 6,467.88	\$ 2,081.52	\$ -	\$ -
NJ Plus Married	\$ 4,394.16	\$ 9,748.56	\$ 5,354.40	\$ -	\$ -
NJ Plus Family	\$ 4,382.16	\$ 11,342.64	\$ 6,960.48	\$ -	\$ -

				Emp Cont 10%	Cost Per Check	Employee Cost
Trad Single	\$ 6,165.12	\$ 6,165.12	\$ -	\$ -	\$ -	
Trad Par/Child	\$ 6,171.24	\$ 8,970.00	\$ 2,798.76	\$ 279.88	\$ 10.76	
Trad Married	\$ 6,179.04	\$ 13,383.84	\$ 7,204.80	\$ 720.48	\$ 27.71	\$25.00
Trad Family	\$ 6,184.08	\$ 15,662.28	\$ 9,478.20	\$ 947.82	\$ 36.45	

Aetna Single	\$ 4,757.28	\$ 4,757.28	\$ -	\$ -	\$ -	
Aetna Par.Child	\$ 4,763.40	\$ 6,520.92	\$ 1,757.52	\$ 175.75	\$ 6.76	
Aetna Married	\$ 4,771.20	\$ 10,290.72	\$ 5,519.52	\$ 551.95	\$ 21.23	\$18.00
Aetna Family	\$ 4,776.24	\$ 11,578.32	\$ 6,802.08	\$ 680.21	\$ 26.16	

AmerHealth Single	\$ 5,543.40	\$ 5,543.40	\$ -	\$ -	\$ -	
AmerHealth Par/Child	\$ 5,549.52	\$ 8,183.28	\$ 2,633.76	\$ 263.38	\$ 10.13	
AmerHealth Married	\$ 5,557.32	\$ 12,334.44	\$ 6,777.12	\$ 677.71	\$ 26.07	\$23.35
AmerHealth Family	\$ 5,562.36	\$ 14,364.00	\$ 8,801.64	\$ 880.16	\$ 33.85	

All employee contributions can be paid using Flex Care dollars.

**APPENDIX B**

*Handwritten initials/signature*

**Health Insurance Coverage for Employees Hired After 1/1/05**

Plan	Employee	Total Cost	Inc Cost	Emp Cont 0%	Cost Per Check
NJ Plus Single*	\$4,380.24	\$4,380.24	\$-	-	-
NJ Plus Par/Child*	\$4,386.36	\$6,467.88	\$2,081.52	-	-
NJ Plus Married*	\$4,394.16	\$9,748.56	\$5,354.40	-	-
NJ Plus Family*	\$4,382.16	\$11,342.64	\$6,960.48	-	-

Plan	Employee	Total Cost	Inc Cost	Emp Cont 25%	Cost Per Check	Avg Cost
Trad Single	\$6,165.12	\$6,165.12	\$0.00	\$0.00	0	
Trad Par/Child	\$6,171.24	\$8,970.00	\$2,804.88	\$701.22	\$26.97	\$63.00
Trad Married	\$6,179.04	\$13,383.84	\$7,218.72	\$1,804.68	\$69.41	
Trad Family	\$6,184.08	\$15,662.28	\$9,497.16	\$2,374.29	\$91.32	

Aetna Single	\$4,757.28	\$4,757.28	\$0.00	\$0.00	0	
Aetna Par.Child	\$4,763.40	\$6,520.92	\$1,763.64	\$440.91	\$16.96	\$45.00
Aetna Married	\$4,771.20	\$10,290.72	\$5,533.44	\$1,383.36	\$53.21	
Aetna Family	\$4,776.24	\$11,578.32	\$6,821.04	\$1,705.26	\$65.59	

AmerHealth Single	\$5,543.40	\$5,543.40	\$0.00	\$0.00	0	
AmerHealth Par/Child	\$5,549.52	\$8,183.28	\$2,639.88	\$659.97	\$25.38	\$58.00
AmerHealth Married	\$5,557.32	\$12,334.44	\$6,791.04	\$1,697.76	\$65.30	
AmerHealth Family	\$5,562.36	\$14,364.00	\$8,820.60	\$2,205.15	\$84.81	

\*Note: New employees will be offered NJ Plus free. Any other plan selected will result in the employee paying 25% of the incremental cost. This cost can be paid using Flex Care dollars

**APPENDIX C**