

THIS DOES NOT  
CIRCULATE

CONTRACT BETWEEN

CITY OF MARGATE CITY and FIREMEN'S MUTUAL BEHEVOLENT ASSOCIA-  
TION, LOCAL NO. 41, for the years 1978 and 1979

*Atlantic*  
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AGREEMENT

AGREEMENT dated the 1st day of JANUARY, 1978, by and between the CITY OF MARGATE CITY, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City" and the FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 41, hereinafter referred to as the "FMBA #41."

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" recognizes "majority representative" of "FMBA #41," as the exclusive negotiating agent for all uniformed fire personnel with the exception of the Fire Chief, within the Margate City Fire Department, hereinafter referred to as "employees." The "City" and "employees" agree that the "majority representative" of "FMBA #41" has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and grievances, and all other related matters. The majority representative shall be appointed according to the procedure set forth in N.J. Rev. Stat. 34:13A-5.1 et seq. and shall have all of the rights, powers and privileges pursuant thereto.

### B. Stewards

The "FMBA #41" must notify the "City" of the names of the steward. No more than one (1) steward and alternative is to be designated.

### ARTICLE III - GRIEVANCE PROCEDURE

Definition - A grievance is any dispute between the parties concerning the application or interpretation of the agreement or any complaint by an "employee" as to any action or non-action which violates any right arising out of his or their employment. The "City" shall not discipline any "employee" without just cause.

Step 1. - All grievances by an "employee" and responses to same by the "City" shall be in writing. "FMBA #41" shall appoint an Association Grievance Committee hereinafter referred to as the "Committee" and the "Committee" shall receive, screen, and process all grievances within five (5) days of receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the "FMBA #41."

Step 2. - The "Committee" shall within five (5) days after screening, submit grievances to the Margate City Fire Chief for resolution.

Step 3. - In the event the parties are unable to resolve the grievance in the second step, either party may, within five (5) days, refer the grievance to the Margate City Director of Public Safety.

Step 4. - In the event the grievance is not resolved at the third step, either party may refer the matter for impartial arbitration. Any party wishing to move a grievance to

arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that list of arbitrators be furnished to the "City" and the "Committee". If the "City" and the "Committee" cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement and such rules and regulations as may be in effect by the Civil Service Commission of the State of New Jersey which might be pertinent and he shall render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be borne equally by the "City" and "FMBA #41". Any steward or officers of the "FMBA #41" required in the grievance procedure to settle disputes or any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Extensions and Modifications - Time extensions may be mutually agreed to by the "City" and the "Committee."

ARTICLE IV - NON-DISCRIMINATION

The "City" and "employees" both recognize that there shall be no discrimination by reason of sex, creed, racial origin, age, with respect to employment, or opportunities for improvement of jobs, or a condition of employment. The "City" further agrees that it will not interfere with nor discriminate against any "employee" because of membership in, or legitimate activity on behalf of, the "FMBA #41"; nor will the "City" encourage membership in any other association or union or do anything to interfere with the representation by the "majority representative" of the "FMBA #41" as the exclusive bargaining agency of "employees."

ARTICLE V - BULLETIN BOARD

The "City" shall permit the use of non-public bulletin boards, located in the Fire Department Headquarters, by the "FMBA #41", for the posting of notices concerning "FMBA #41" business and activities.

ARTICLE VI - MANAGEMENT RIGHTS

It is the right of the "City" to determine the standards of service to be offered by its "employees"; determine the standards of selection for employment; direct its "employees"; take disciplinary action; relieve "employee" from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the decisions of the above matters are subject in the "Grievance Procedure" as set forth in Article III above. Nothing in this article shall alter or relieve the "City" of any of its obligations undertaken by this agreement.

The parties agree that the Margate City Fire Chief and other officers shall exercise their supervisory duties faithfully irrespective of the fact that they are covered by this agreement, and they shall be objective in their dealings with all personnel subordinate to them irrespective of their affiliation in the "PMBA #41."



ARTICLE VII - STRIKES

The "FMBA #41" 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 "FMBA #41" and "employees" will not permit such activities nor encourage other "employees" to initiate the same; and the "FMBA #41" and "employees" will not support anyone acting contrary to this provision.

ARTICLE VIII - HOLIDAYS

Effective January 1, 1978, all "employees" covered by this agreement shall receive the following eleven (11) holidays: New Year's Day, Presidents Day (celebrated on the 3rd Monday of February), Good Friday, Easter Sunday, Memorial Day, July 4th, Columbus Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

Every "employee" covered by this agreement shall be paid for five (5) of the above captioned holidays actually worked. The holiday pay shall be computed at straight time daily rate of pay, including longevity, based on a five (5) day work week, fifty-two (52) week year. In the event an "employee" shall be required to work on more than five (5) of the above captioned holidays, then he shall receive compensatory days for the additional holidays so worked, provided, however, that in no event shall the compensatory days be more than six (6). An "employee" shall be considered as having worked on a holiday if he is scheduled to work and he reports to work and actually works on any of the shifts between midnight and midnight on the day on which said holiday falls. Payments of holiday pay shall be made monthly during the term of the contract.

ARTICLE IX - VACATIONS

A. An "employee" in his first year of service shall be entitled to one working day's vacation for each month of service up to and including December of his initial year with a maximum of five (5) days. During said employees second year of service he shall be entitled to a maximum of ten (10) days vacation. Thereafter said second year he shall be entitled to a full paid vacation. Vacations shall be assigned according to policy.

B. All "employees" except those mentioned in section A above shall be entitled to twenty (20) actual working days paid vacation.

C. All Captains shall be entitled to twenty-four (24) actual working days paid vacation.

D. All Deputy Chiefs shall be entitled to twenty-eight (28) actual working days paid vacation.

E. 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.

F. This article shall be effective January 1, 1978.

## ARTICLE X - LEAVES

### A. Sick Leave

(1) Defined -- Sick Leave is hereby defined to mean absence from post of duty of any "employee" because of illness, non-work connected accident, exposure to contagious disease, attendance upon a member of the "employee's" immediate family seriously ill requiring the care or attendance of such "employee." A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave or leaves of absence of the "employee" or the need of "employee's" attendance upon a member of the "employee's" immediate family. In the case of an illness of a chronic or recurring nature causing an "employee's" periodic or repeated absence from duty for one (1) day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of need of leave of absence of the "employee"; provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause a subsequent absence from employment. In case of leave of absence due to contagious disease, a certificate from the Family Doctor shall be required.

(2) Accumulation -- Every person covered by this agreement shall, in addition to his or her paid vacation, be granted sick leave, as defined in (1) above, with pay of not less than one (1) working day for every month of service during the remainder of the first calendar year of service following appoint-

ment, and fifteen (15) working days in every calendar year thereafter. If any such "employee" requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such "employee" shall be entitled to such accumulated sick leave of absence with pay if and when needed, provided that the "City" shall not require any of its "employees", who may be disabled, either through injury or illness as a result of or arising from, his respective employment, to utilize the sick leave accumulated under this section. On January 1, 1976, every employee shall be considered as having already accumulated fifteen (15) days sick leave and the next accumulation of fifteen (15) days will be added as of January 1, 1977, and on each January 1st thereafter. No leave of absence with pay under this section or any section shall exceed one (1) year commencing from the date of such injury, illness or disability.

B. Funeral Leave

(1) Special leave of absence with pay up to a maximum of three (3) days shall be granted to any "employee" in case of death within the immediate family.

(2) 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.

(3) The special leave period shall commence immediately following the death of such persons and is for the sole purpose

of arranging and attending funeral services; such special leave may be extended without pay at the discretion of the Director of Public Safety. The above shall not constitute sick leave and shall not be deducted from annual sick leave.

C. Injury Leave

(1) 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.

(2) Any amount of salary or wages paid or payable to "employees" because of leave granted pursuant to Section X,C (1) 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 "employees" so that said "employee" receives his full salary or wage. Upon the cessation of payment of temporary disability by the carrier to the "employee" the "City" supplemental payments will also cease and the "employee" will be expected to return to work.

D. Leave for FMBA State Meetings

The obligated delegates of the "FMBA #41" shall be granted leave from duty with full pay for all meetings of the FMBA State Association when such meetings take place at a time when such officers are scheduled to be on duty, providing the affected delegate gives forty-eight (48) hours notice to the Margate Fire Chief to secure another "fireman" to work in his place.

E. Limitations on Leave

No leave of absence or combination of leaves of absence for any cause whatsoever shall exceed one (1) year. In the case of continuous absence from duty of any "employee", for any cause whatsoever, of more than one (1) year duration, such "employee" so absent, shall be automatically retired from the department on the first anniversary date from the date such absence began.

F. Retirement

Upon an "employee's" retirement, death or honorable termination of employment, 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.

ARTICLE XI - SALARY, LONGEVITY, OVERTIME

A. Base Salary

(1) Commencing January 1, 1978, the annual base salaries to be paid to the following employees of the City of Margate shall be as follows, and shall be paid on a bi-weekly basis:

Deputy Fire Chief.....	\$15,500.00
Fire Captain.....	14,700.00
Fireman (during thied year of service and thereafter).....	13,550.00
Firemen (during second year of service and thereafter).....	12,825.00
Fireman (during first year of service and thereafter).....	10,000.00

(2) Commencing January 1, 1979, the annual base salaries to be paid to the following employees of the City of Margate shall be as follows, and shall be paid on a bi-weekly basis:

Deputy Fire Chief.....	16,585.00
Fire Captain.....	15,729.00
Fireman (during third year of service and thereafter).....	14,498.50
Fireman (during second year of service and thereafter).....	13,722.75
Firemen (during first year of service and thereafter).....	10,700.00

(3) Base salary is the annual pay based on a forty-two (42) hour week and a fifty-two week year.



B. Overtime.

(1) Overtime shall consist of all hours worked in excess of forty-two (42) in a week.

(2) All employees covered by this agreement shall, in addition to their basic salary, be paid their straight time hourly rate of pay, including longevity in accordance with their rank, computed on the basis of forty-two (42) hours per week for all overtime hours worked. All overtime payments shall be paid no later than on the pay day for that pay period which immediately follows the pay period in which the overtime occurred.

(3) 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 Paragraph (2) above provided said hours are overtime hours as defined in Paragraph (1).

(4) 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 Paragraph (2) of this section.

C. Longevity

(1) Each employee listed in Article XI, Section A shall be paid in addition to and together with his or her annual base salary as listed in A, additional compensation based upon the length of his or her service in the Margate City Fire Department.

as fixed and determined according to the following schedule:

Compensation per annum in addition to

Years of Service	Base Salary(Percent of Annual Base Sal.)
5 years	2%
10 years	4%
15 years	6%
20 years	8%
25 years or more	10%

(2) The aforesaid additional salary or compensation shall be paid in equal bi-weekly installments at the same time as the base pay. In computing overtime pay and holiday pay and any other pay rates set forth in this agreement, the basic pay of any "employee" shall include his base pay plus his longevity.

(3) Said additional percentage of salaries shall be computed from the anniversary date of hiring.

(4) Any "employee" assigned to serve as an officer for a period of time in excess of fifteen (15) days shall be paid at the rate of pay applicable to the title to which assigned, for the period so assigned.

ARTICLE XII - COLLEGE ALLOWANCE

A. The "City" and "FMBA #41" 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 "FMBA #41" 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 associated 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 and be paid a college allowance of Ten Dollars (\$10.00) per year for each academic credit hour so received. This college credit allowance of Ten Dollars (\$10.00) 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 Paragraph 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 XIII - HOSPITALIZATION INSURANCE

The "City" agrees to provide hospitalization and medical insurance under the Blue Cross/Blue Shield "750" Series, or equal for all "employees" covered by this contract. If the "City" is able to purchase the existing Major Medical policy with a deductible not to exceed \$250.00, the "City" shall be permitted to purchase said policy.

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.

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%) per cent 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.

The "City" further agrees to provide dental and prescription insurance if said insurance comes available through its present carrier, provided, however, "employees" shall be required to pay for the entire cost of coverage for themselves and for their dependents. Nothing herein contained shall be construed as requiring employer to pay any portion of the premiums or charges attributable to such dental and prescription insurance contract. If this insurance is implemented, "City" agrees to make proper deductions from salary.

ARTICLE XIV - INTERPRETATION

It is the intention of the parties that this agreement be construed in harmony with the rules and regulations of the Civil Service Commission, Chapter 303 of the Laws of 1968, the statutes of the State of New Jersey, the ordinances of the City of Margate City and the Rules and Regulations of the Margate City Fire Department.

ARTICLE XV - 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.



ARTICLE XVI - SAVINGS CLAUSE

In the event that any provision of this agreement shall be finally determined to be in violation of any applicable or civil service law or regulation, such determinations shall not impair the validity and enforceability of the remaining other provisions of this agreement.

ARTICLE XVII - DURATION

This contract shall be in full force and effect from the date of execution until midnight, December 31, 1979.

The parties agree that negotiations for a successor agreement and modifying, amending or altering the terms and provisions of this agreement, shall commence on or about November 1, 1977. It is understood that "FMBA #41" is seeking a successor contract commencing from January 1, 1980. This agreement shall remain in full force and effect until a successor agreement is reached.

IN WITNESS WHEREOF, the undersigned have affixed their signatures on the 16 day of June, 1978.

CITY OF MARGATE CITY

ATTEST:

By: [Signature]

Roberta G. Glickman

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 41

By: [Signature]

Majority Representative

Signed, Sealed and Delivered in the presence of:

James J. Thornton, Jr.