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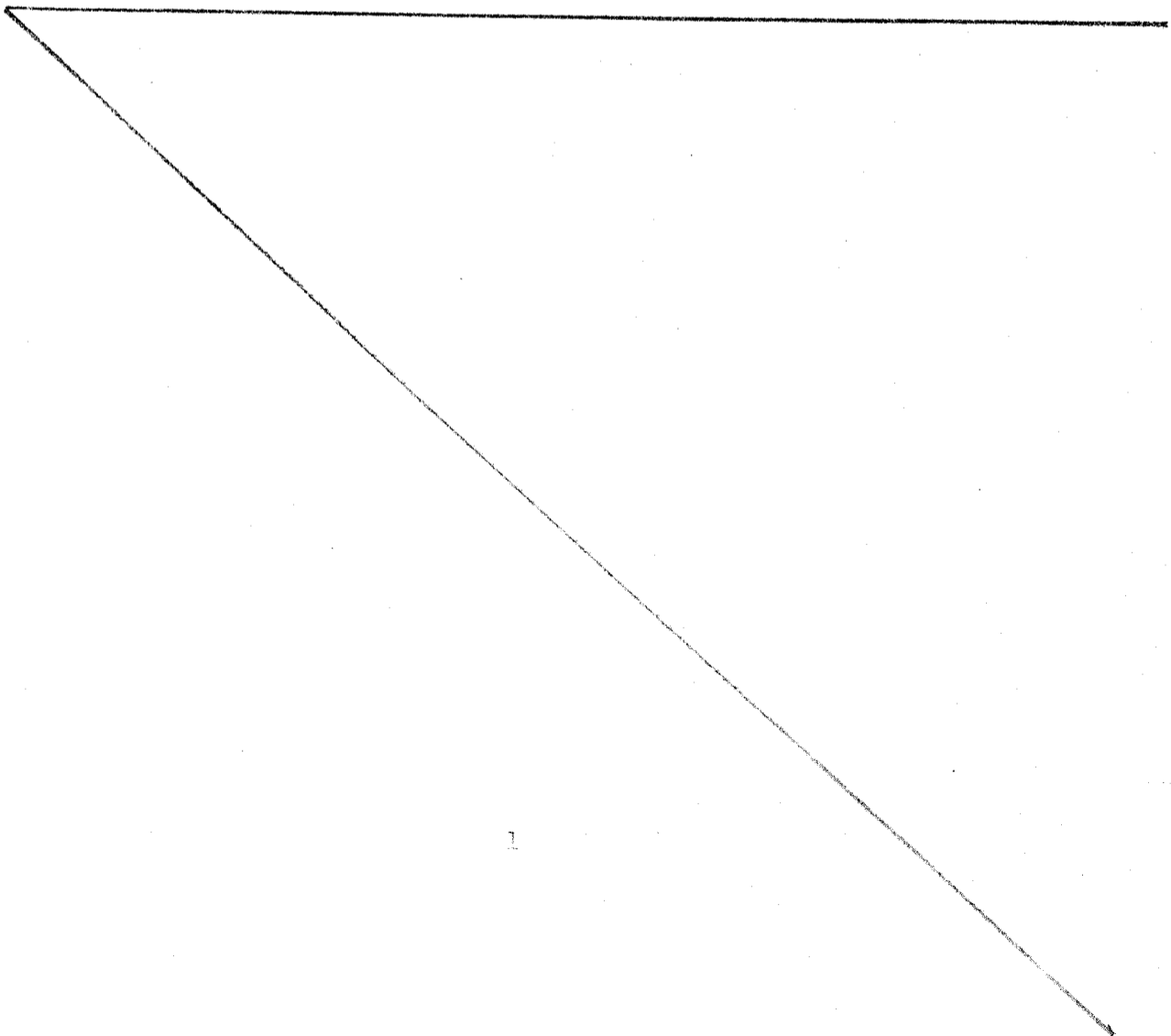
A G R E E M E N T

AGREEMENT dated the 3rd day of Feb, 1972

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 1 - 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 "the majority representative" of "FMBA #41" as the exclusive negotiating agent for all uniformed fire personnel 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 days of receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the "FMBA #41".

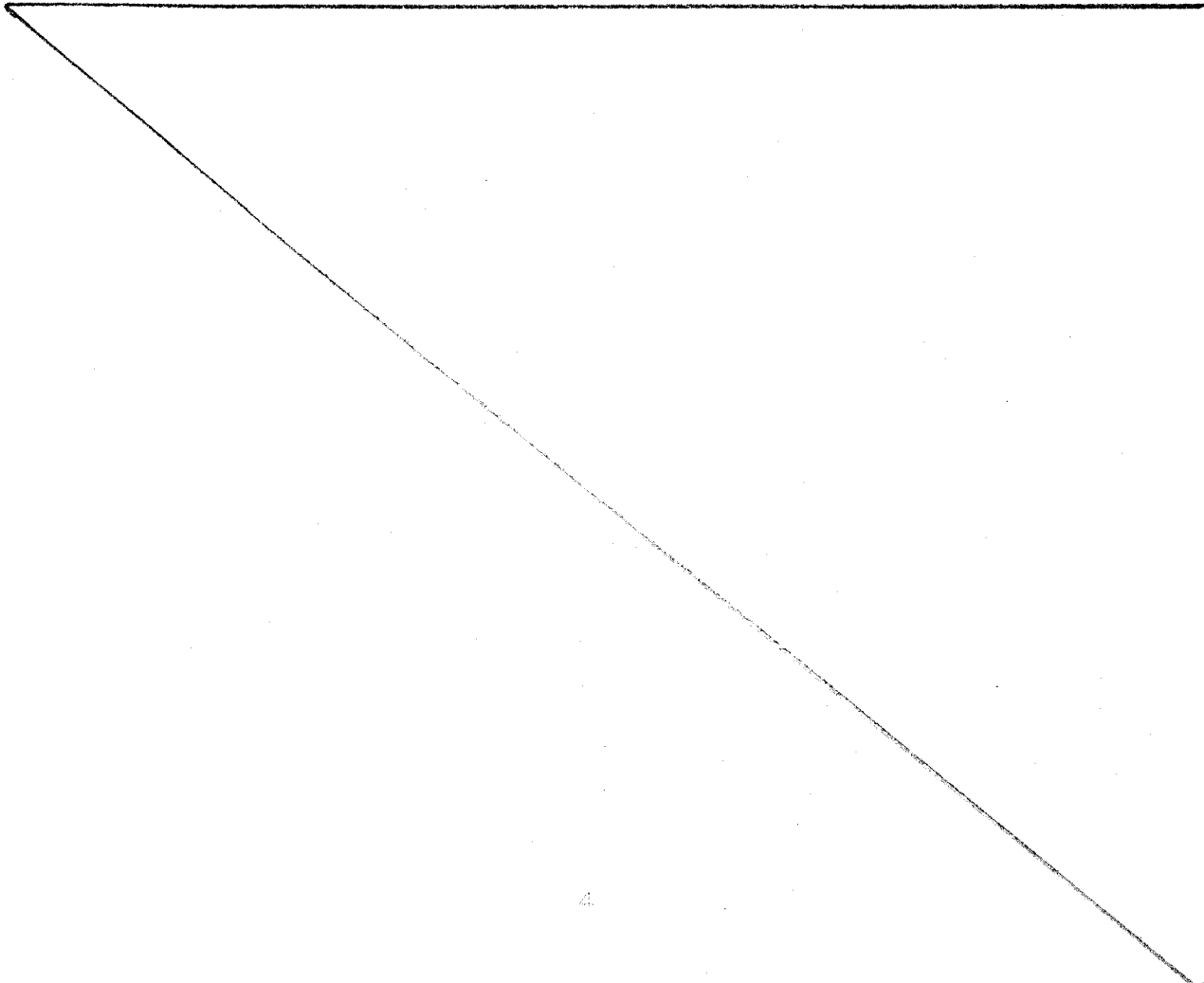
Step 2. The "Committee" shall, within five days after screening, submit grievances to the Margate City Fire Chief for resolution.

Step 3. In the event the parties are unable to resolve the grievance in the second step, either party may, within five 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 a 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 shared by the "City" and the "FMBA #41". Any steward or officers of the "FMBA #41" required in the grievance procedure to settle disputes on 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, 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 agent of "employees".

ARTICLE V - BULLETIN BOARD

The "City" shall permit the use of 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 "FMBA #41".

ARTICLE VII - STRIKES

The "FMBA #41" and "employees" assure and pledge to the "City" that their goals and purposes are such as to condone no strikes by "employees", nor work stoppages, slow-downs, 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 initiate such activities nor advocate or encourage other "employees" to initiate the same; and the "FMBA # 41" and "employees" will not support anyone acting contrary to this provision.

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, thereafter 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-four (24) actual working days paid vacation.

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

D. All Deputy Chiefs shall be entitled to thirty-two (32) 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 from January 1, 1972.

ARTICLE VIII - HOLIDAYS

Effective April 1, 1972, the "employees" covered by this agreement, shall receive the following ten(10) paid holidays: New Years Day, Washingtons Birthday, Memorial Day, July 4, Columbus Day, Labor Day, General Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

The holiday pay shall be computed at the straight time daily rate of pay, based upon a 5 day work week, 52 week year. In addition to employee's basic pay, a daily pay shall be given to each employee for each of the above holidays on which said employee works. An employee shall be considered as having worked on a holiday if he is scheduled to work and he reports for work on any of the shifts with hours between midnight and midnight on the day on which said holiday falls. Holiday payments shall be made on the first pay day in December for holidays worked from December 1 of the preceding year until December 1 of the current year.

ARTICLE X - LEAVES

A. Sick Leave

(1) Defined - Sick Leave is hereby defined to mean absence from post of duty of an employee because of illness, 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 Department of Health 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 appointment, 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 of Margate 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, 1972, every employee will 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, 1973, and on each January 1 thereafter. No leave of absence with pay under this section or any section shall exceed one 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 four (4) 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 or part pay to employees disabled through injury or illness as a result of, or arising from, their respective employment. During such period of disability, employees may elect to first

utilize all or any part of the sick leave accumulated under Section XII A above. In such case employees shall receive full pay for absence charged against sick leave. In the absence of such election, leaves of absence provided by this section shall be granted only if employee receives workmens compensation benefits for such injury or illness; and said absence shall not affect in any manner whatsoever the accumulated sick leave provided under Section XII A above. No such leave of absence nor any leave of absence, shall exceed one year commencing from the date of such injury, illness or disability.

(2) Any amount of salary or wages paid or payable to employees because of leave granted pursuant to Section XII 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.

D. Leave for FMBA State Meetings

The Executive Delegate and President 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 reasonable notice to the Margate Fire Chief to secure another "Fireman" to work in his place.

E. Limitation on Leaves

No leave of absence or combination of leaves of absence for any cause whatsoever shall exceed one year. In the case of continuous absence from duty of an employee, for any

cause whatsoever, of more than one year duration such employee, so absent, shall be automatically retired from the Department on the first anniversary date from the date such absence began.

ARTICLE XI - SALARY, LONGEVITY, OVERTIME

A. Base Salary

(1) Commencing April 1, 1972, the annual base salaries to be paid to the following employees of the City of Margate City shall be as follows, and shall be paid bi-weekly:

Fire Chief	\$11,900.00
Deputy Fire Chief.	11,050.00
Fire Captain	10,300.00
Fireman (During third year of service and thereafter)	9,500.00
Fireman (During second year of service)	9,000.00
Fireman (During first year of service)	8,000.00

(2) Base salary is the annual pay based on a fifty-six hour week and a 52 week year.

B. Overtime

(1) Overtime shall consist of all hours worked in excess of fifty-six (56) in a week.

(2) All employees covered by this agreement except the Fire Chief 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 a forty (40) hour 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 a 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 (2) above.

C. Longevity

(1) Each "employee" listed in A above shall be paid in addition to and together with his or her annual base salary as listed in A above, 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:

<u>Years of Service</u>	<u>Compensation per Annum in Addition to Base Salary (Percent of Annual Base Salary)</u>
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.

(3) Said additional percent of salaries shall begin, to those persons eligible to be paid same, on January 1, 1972, and the period of eligibility for length of service shall be determined on January 1st of each successive year from the date of appointment in the Margate City Fire Department, so that if a person becomes eligible for five years of service on October 15, 1972, the eligibility for additional compensation shall not begin until January 1, 1973.

ARTICLE XII - ACTING OFFICER

Any person who shall have been appointed to act for a senior officer in the absence of such senior officer and who shall have performed the duties thereof, shall be entitled to compensation appropriate to such office for the time in fact so held. This section is effective as of April 1, 1972

ARTICLE XIII - COLLEGE ALLOWANCE

The "City" and "FMBA # 41" agree that the amount and quality of an employee's education often determines 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" to achieve the advantages 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 and which is accredited by the board of higher education, in addition to the benefits provided in sections XIII and XIV above, shall be paid a college allowance of ten dollars per year for each credit so received.

The college allowance shall be paid on December 1st of the year following the year in which the credit was received and on December 1st of each year thereafter; providing that the recipient thereof remains a member of the Margate City Fire Department continuously from the date of receipt of the credit until the date on which the first payment is due. This section is effective as of January 1, 1972, and, therefore, the first such payment shall be made on December 1, 1973, for each credit received by a "employee" during the period January 1, 1972, to December 31, 1972; providing such member remains as a full-time member of Margate City Fire Department continuously from the date of receipt of the credit in 1972 until December 1, 1973.

No payment shall be made for any such credits received prior to January 1, 1972.

In addition to the college allowance provided for above any employee who has earned his baccalaureate or

associated degree shall on December 1 of the 1st year following his receipt of said degree or on December 1 of the 1st year following his appointment into service holding such a degree (whichever is later), be paid the sum of One Hundred (\$100.00) Dollars, provided said employee remains a full-time member of Margate City Fire Department continuously from the date of receipt of said degree until the date the above mentioned payment is due. Furthermore, if said employee continues as a full time member of Margate City Fire Department, then said employee shall receive the sum of \$200.00 on the December 1st of the second year following the year of receipt of the degree; Three Hundred (\$300.00) dollars on December 1 of the 3rd year; Four Hundred (\$400.00) dollars on December 1 of the 4th year; Five Hundred (\$500.00) dollars on December 1 of the 5th year; Six Hundred (\$600.00) dollars on December 1 of the 6th year; Seven Hundred (\$700.00) dollars on December 1 of the 7th year; Eight Hundred (\$800.00) dollars on December 1 of the 8th year; Nine Hundred (\$900.00) dollars on December 1 of the 9th year; One Thousand Dollars on December 1 of the 10th year.

This section only applies to an employee who has earned his baccalaureate or associated degree and who remains on active duty with the Margate City Fire Department for a continuous unbroken period from the date of the receipt of the degree until the date the above mentioned payments are due; and in the case of an employee who holds such a degree at the date of his appointment into service, then said time shall begin running from the date of his appointment into service.

ARTICLE XIV - HOSPITALIZATION INSURANCE

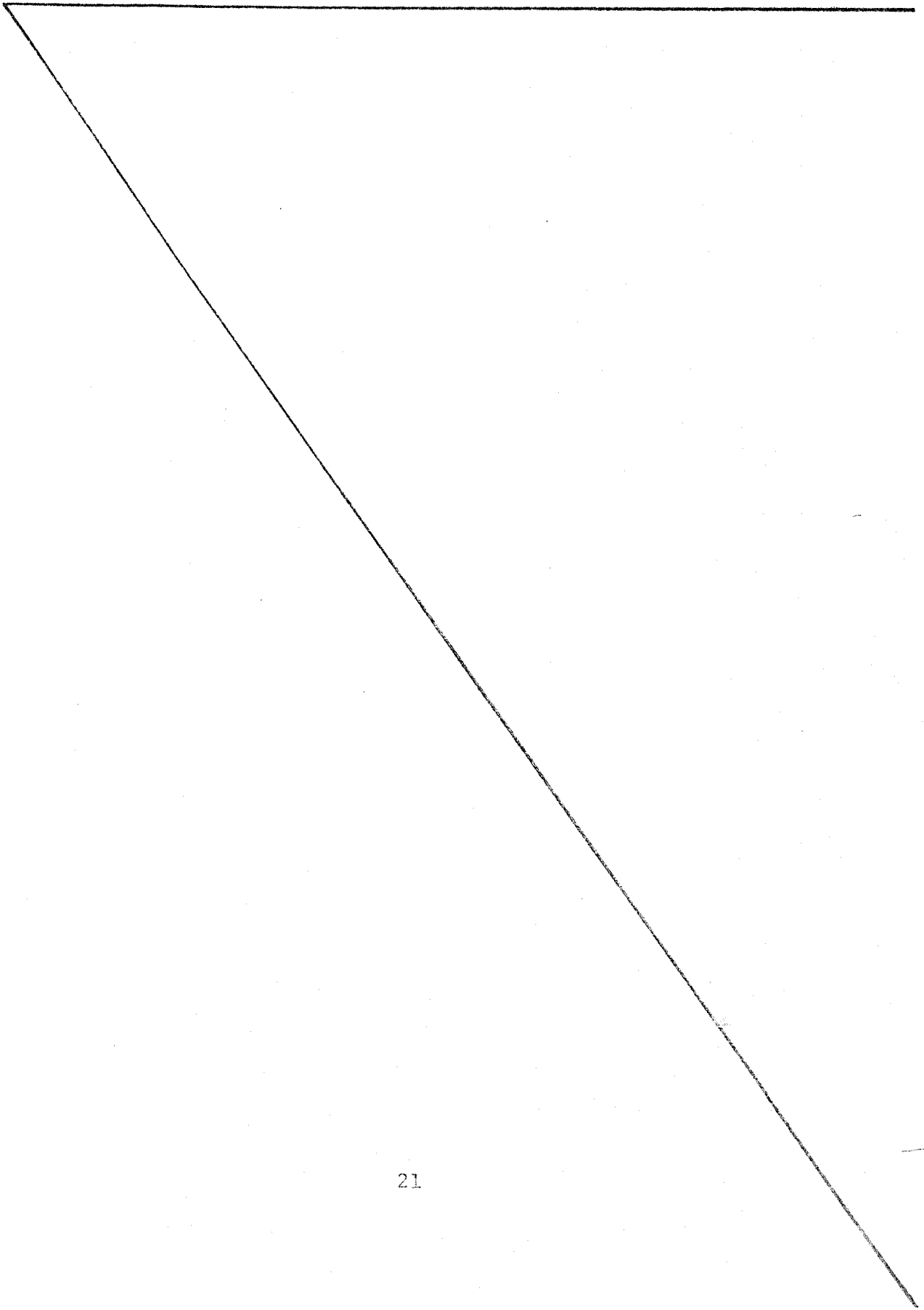
A. The "City" agrees to continue providing the same hospitalization insurance for employee's which is already in existence at the signing of this agreement.

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

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 25% 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.

ARTICLE XV - 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 XVI - 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 XVII - 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 XVIII - DURATION

This contract shall be in full force and effect from the date of execution until midnight March 31, 1973.

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 January 1, 1973. It is understood that "FMBA #41" is seeking a successor contract commencing from April 1, 1973.

This agreement will remain in full force and effect until a successor agreement is reached.