

**AGREEMENT
BETWEEN
THE CITY OF CAPE MAY
AND
MICHAEL ECK, DEPUTY FIRE CHIEF
(JANUARY 1, 2024 TO DECEMBER 31, 2028)**

A handwritten signature in blue ink, appearing to be "M. Eck", enclosed within a blue oval.

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THIS AGREEMENT, made this 8th day of August 2024, by and between the CITY OF CAPE MAY, Cape May County, New Jersey (the "City") and Michael Eck ("Eck" or "Deputy Fire Chief"), collectively referred to herein as the "Parties."

WHEREAS, Eck was duly appointed to the rank of Deputy Fire Chief of the City of Cape May Fire Department (the "City Fire Department" or "Department") on January 1, 2021;

WHEREAS, Eck is a former member of the I.A.F.F. Local 3495 bargaining unit ("IAFF Local 3495") and, while a member of the IAFF Local 3495, the terms and conditions of Eck's employment were governed by applicable Collective Bargaining Agreement(s) between the City and the IAFF Local 3495 and, where applicable, the provisions and procedures under the City of Cape May Personnel Manual (the "City Personnel Manual");

WHEREAS, pursuant to the duly executed February 14, 2022 Memorandum of Agreement between the City and the IAFF Local 3495, the title of Deputy Fire Chief is no longer a recognized title within the IAFF Local 3495 bargaining unit;

WHEREAS, as a result of the title of Deputy Fire Chief being severed from the IAFF Local 3495 bargaining unit, the terms and conditions of Eck's employment were no longer subject to any Collective Bargaining Agreement(s) between the City and the IAFF Local 3495;

WHEREAS, the City and Eck have reached this Agreement with respect to the duties, responsibilities, chain of command, compensation, benefits, and other terms and conditions of Eck's employment, related to the position of Deputy Fire Chief.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, the Parties hereto, intending to be legally bound hereby, do covenant and agree as follows:

ARTICLE 1 RECOGNITION

This Agreement shall be effective January 1, 2024 through December 31, 2028, further represents the complete and final understanding on all terms and conditions of Eck's employment that are addressed in each of the Articles within this Agreement. To the extent a term and condition of Eck's employment is not addressed in this Agreement, it shall be governed by any applicable provisions in the City Personnel Manual.

ARTICLE 2 MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself all powers, rights, authority, duties, responsibilities conferred upon and invested in it prior to the signing of this Agreement, by the laws and constitution of the State of New Jersey and of the United States, except those limited by the specific and expressed terms of this Agreement and then only to the extent that such specific

and expressed terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

B. The Deputy Fire Chief acknowledges that the City has adopted by resolution(s) the City Personnel Manual, which applies to all employees of the City, including the Deputy Fire Chief. Accordingly, if there are any provisions set forth in this Agreement which vary from the terms and conditions of the City Personnel Manual, the terms and conditions set forth in this Agreement shall control. To the extent that any terms and conditions of the City Personnel Manual are not altered by this Agreement, such terms and conditions shall apply to the Deputy Fire Chief.

C. Upon request, the Deputy Fire Chief shall report to the Fire Chief, or in absence of Fire Chief to City Manager, on all matters related to the City Fire Department and/or the City.

ARTICLE 3 EMPLOYMENT, DUTIES, AND RESPONSIBILITIES OF THE DEPUTY FIRE CHIEF

A. The City hereby agrees to employ Eck in the title of Deputy Fire Chief, in accordance with the terms and conditions of this Agreement.

B. The Parties acknowledge and agree that the duties and responsibilities of the Deputy Fire Chief are set forth in the State of New Jersey statutes and regulations, including Civil Service statutes and regulations, the Cape May City Code, City ordinances, the City Fire Department's Standard Operating Procedures, and the Department's Standard Operating Guidelines, as amended from time to time. Eck shall further perform the duties and responsibilities that are inherent to the title of Deputy Fire Chief in the City Fire Department.

C. Deputy Fire Chief shall assist in the supervision of the paid firefighters and staff of the Department, as well as all of the volunteer firefighters who are members of the Cape May City Volunteer Fire Company. As part of management, the Deputy Fire Chief shall be responsible for ensuring compliance with applicable federal, state, and local laws, the Cape May City Code, the Collective Bargaining Agreement between the City and the IAFF, the Department's Standard Operating Procedures, and the Department's Standard Operating Guidelines.

D. Whenever the Deputy Fire Chief is named as a defendant or allegedly responsible party in any action or legal proceeding arising out of and directly related to the lawful exercise of his official duties and responsibilities, the City shall provide the Deputy Fire Chief with the necessary means for the defense of such action or proceeding. In the event that the Deputy Fire Chief utilizes counsel other than that supplied by the City, the fees and costs shall be agreed upon by the attorney and the City prior to the attorney performing such services.

E. The terms and obligations in the above sub-section (D) shall not apply for the defense of the Deputy Fire Chief in a disciplinary proceeding instituted against him by the City or in a criminal proceeding instituted as a result of a complaint on behalf of the City. Furthermore, the terms and obligations in sub-section (D) shall be subject to any superseding provisions, obligations, and/or



requirements in connection with the City's applicable insurance policies and/or membership in any Joint Insurance Fund(s).

ARTICLE 4 HOURS OF WORK

A. The Deputy Fire Chief shall spend sufficient time at his job to adequately insure the smooth and responsible operation of the City Fire Department for which he has supervisory control. The Deputy Fire Chief's Hours of Work shall normally be five (5) days, Monday through Friday, forty (40) hours per week, and any additional time as may be required to fulfill the duties and responsibilities of the Deputy Fire Chief.

B. The position of Deputy Fire Chief is a salaried and administrative position as established herein and is designated as "exempt" under the Fair Labor Standards Act and New Jersey Wage and Hour Laws. Therefore, the Deputy Fire Chief shall not be entitled to overtime compensation regardless of the number of hours worked in any day or week. In addition, the Deputy Fire Chief shall not be entitled to earn compensatory time.

ARTICLE 5 SPECIAL EVENTS

The Deputy Fire Chief shall attend the following special events: Fourth of July fireworks, Independence Day Parade, Christmas Parade, September 11th Patriot Ceremony, Memorial Day Ceremony, Veteran's Day Ceremony, and any other event as directed by the City Manager. No additional compensation, or leave time, shall be granted for attendance of Special Events.

ARTICLE 6 PAID LEAVE

A. All paid leave entitlements for the entire year shall be credited to the Deputy Fire Chief at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the Deputy Fire Chief terminates his employment, including retirement, or if the City terminates the Deputy Fire Chief's employment for disciplinary reasons, the City shall recover the prorated value of Vacation, Sick, and Personal Leave. In the event the Deputy Fire Chief utilizes more leave than is earned, then the Deputy Fire Chief shall be required to reimburse the City for the value of the used, but unearned, leave.

B. Vacation Leave.

1. The Deputy Fire Chief shall receive thirty (30) vacation leave days (200 hours) per year.
2. The Deputy Fire Chief shall be allowed to carry any unused vacation leave into the succeeding year only, but will not be permitted to accumulate from year to year thereafter.
3. The carried over vacation leave must be used by June 1st of the year into which such leave was carried.

4. The annual vacation leave allowance shall be credited to the Deputy Fire Chief on the first pay period of each year.

5. The vacation period shall be from January 1 through June 15, and from the day after Labor Day through December 31 or each year. By mutual agreement between the Deputy Fire Chief and the City Manager, vacations may be permitted from June 16 through Labor Day, and shall be limited to ten (10) vacation days during such period.

6. All requests for vacation leave must be submitted in advance to and approved by the Fire Chief, or in absence of Fire Chief by City Manager.

C. Sick Leave.

1. The Deputy Fire Chief shall be granted fifteen (15) sick days (8 hours per day) each year during the term of this Agreement. Sick leave days shall be cumulative and shall be used only for the purposes set forth in the City Personnel Manual and/or the New Jersey Paid Sick Leave Act.

2. The Deputy Fire Chief shall provide a physician's note following any period where he was absent from employment for four (4) or more consecutive days (32 hours). The City may at any time have the Deputy Fire Chief examined by a physician of the City's choice to determine fitness for duty.

3. The Deputy Fire Chief will be entitled to a cash payment upon retirement for unused sick leave in accordance with the following formulas:

A. If he retires with twenty-five (25) or more years of service, he will be paid fifty (50%) percent of the value of accumulated unused sick leave up to a maximum of Fifteen Thousand (\$15,000.00) Dollars.

B. If he retires with under twenty-five (25) years of service, he will be paid twenty-five (25%) percent of the value of accumulated unused sick leave up to maximum of Fifteen Thousand (\$15,000.00) Dollars.

C. To the extent the Deputy Chief has additional unused sick time after applying sub-paragraph (A) above, he shall be able to use up to 250 sick hours to be deposited by the City into his deferred compensation account at his rate of pay applicable at the time of his retirement. The terms of this provisions shall be subject to applicable IRS limitations on deposits that can be made into the Deputy Chief's deferred compensation account.

D. The parties expressly acknowledge the Deputy Chief's eligibility

to receive the benefits set forth in this section pursuant to N.J.S.A. 11A:6-19.2 as an employee hired in 1995.

E. Personal Leave. The Deputy Fire Chief shall be granted three (3) personal days (8 hours per day) for each year during the term of this Agreement. The Deputy Fire Chief shall not be allowed to carry any Personal Leave into the succeeding year, and Personal Leave may not accumulate.

F. Bereavement Leave. The Deputy Fire Chief shall be given time off (Bereavement Leave) without deduction from pay or time owed, in accordance with Article 79 of the City Personnel Manual.

G. If the Deputy Chief maintains a Fire Official License, he shall receive a \$2,000.00 annual stipend to be included into base salary.

ARTICLE 7 INSURANCE, HEALTH, AND WELFARE

A. The City shall continue to provide and maintain health benefits- coverage and dependent coverage for the Deputy Fire Chief through the New Jersey State Health Benefits Plan ("SHBP").

B. The City shall have the right to change health. benefits. carriers. So long as the change in carriers has no appreciable effect on the level of benefits.

C. Upon retirement after twenty-five (25) years of service with the City, the City will provide the Deputy Fire Chief and his eligible dependent children, spouse and/or civil Union partner lifetime medical coverage as set forth in this Article and subject to (1) the conditions established below and (2) the requirements of SHBP, including requirements to participate in Medicare and any applicable provisions of P.L.2010, Ch.78.

D. The Deputy Fire Chief will continue to have his existing health insurance plan paid by the City through the SHBP and shall receive the Direct 15 option as the recognized base plan with no additional premium contribution (except as noted in H. below), but may be permitted to select an option other than Direct 15; provided that if there are additional premiums exceeding the cost of the Direct 15 option, they will be paid by the Chief. Such additional costs may be reimbursed through the City's Flex Care Program, as set forth below. All plans provided by the City shall be without a prescription drug program, but will include prescription reimbursement under the plan's deductible and co-insurance limits (the "SHBP w/o Prescription"). In the event the options available under the SHBP change, the City shall designate the option that is most comparable to Direct 15 as the option that will continue to be offered at no charge to the Deputy Fire Chief.

E. Opt-Out.

1. The Deputy Fire Chief may choose, in writing, at time designated as the "annual open enrollment period," to "cash out" his health insurance benefits. Participation in this program is totally voluntary and is only available if the Deputy Fire Chief is covered by health insurance through another source.

2. If the Deputy Fire Chief chooses to participate in this program and drops Deputy Fire Chief and/or spouse and/or dependent coverage, the Deputy Fire Chief shall receive the lesser of the sum of five thousand (\$5,000.00) dollars or the maximum monetary incentive as established pursuant to State law.

3. If the Deputy Fire Chief is eligible and opts to participate in this program, he must do so for a minimum of one (1) year at a time. However, if the Deputy Fire Chief chooses to participate and then the alternative coverage is terminated, upon proper verification of termination, the City will restore the Deputy Fire Chief and/or his dependents to coverage under the City's health benefits insurance for the remainder of that year, based upon the terms and criteria of the SHBP.

4. The incentive payments, provided shall be paid in equal quarterly payments and appropriate deductions shall be made from the gross incentive amount.

5. The incentive shall begin to be paid to the Deputy Fire Chief no later than the first quarter after the effective date of the option.

6. There shall be no opt out for spouses or relatives where one is a dependent if both are employed by the City. Similarly, restrictions on duplicative coverage under State law also apply.

7. If the Deputy Fire Chief cashes out under this section, he shall not be entitled to any health insurance benefits including, without limitation, participation in the Flex Care Program. If the Deputy Fire Chief is deemed ineligible due to the restrictions on duplicate coverage, then the Deputy Fire Chief will be eligible for Flex-Care Benefits.

F. Pursuant to State law, the city shall provide the Deputy Fire Chief two (2) Section 125 plan benefits for pre-tax payroll deductions for health benefit contributions made equally over twenty-six (26) pay periods of each calendar year in accordance with the City's customary payroll practices as established under a "Premium Option Plan" (POP) and a Flexible Spending Account (FSA).

G. Provided the Deputy Fire Chief does not opt out under Article 7(E) above, the City will also provide the Deputy Fire Chief a Flex Care Program benefit of \$1,550.00 for selecting "Employee only" coverage and \$2,450.00 for selecting coverage other than "Employee only" coverage. These funds may be used as permitted by the Flex Care Program and governing law.

H. The premium-sharing schedule for health insurance benefits coverage shall be the greater of 1.5% of base salary or the amount required by State law.

I. The City will maintain personal liability insurance, at coverage levels equal to or greater than those in effect at the time of this Agreement.

J. The City shall provide insurance coverage on the Deputy Fire Chief's personal vehicle when said vehicle is authorized to be used in the scope of employment, as defined in the City's insurance contract.

ARTICLE 8 SALARY

The Deputy Fire Chief shall receive the following annual salaries during the term of this Agreement:

- January 1, 2024: \$142,200 (effective January 1, 2024)
- January 1, 2025: \$146,466
- January 1, 2026: \$150,860
- January 1, 2027: \$155,386
- January 1, 2028: \$160,048

At no time will the Deputy Fire Chief receive an annual salary less than 6% greater than the hourly rate provided to the next lowest rank in the City Fire Department.

ARTICLE 9 ACTING CHIEF PAY

In the event the Deputy Chief is required to assume the responsibilities of the Department Fire Chief for more than three (3) consecutive days, he shall be paid at the rate of the Fire Chief, beginning at the start of the fourth (4th) consecutive day. Said vacancy shall not include a vacancy created by vacation or personal time utilized by the Chief. When the Deputy is required to act in the capacity of the Fire Chief, the Deputy Chief shall notify both the City Manager's office and payroll clerk of the change.

ARTICLE 10 HOLIDAYS

The Deputy Fire Chief shall be entitled to the same holidays (14) as provided to all other City Employees as set forth in the City Personnel Manual; subject, however, to the Deputy Fire Chief's completion and satisfaction of his job duties and responsibilities, as set forth in this Agreement.

ARTICLE 11 CLOTHING ALLOWANCE

- A. The City shall supply all standard uniforms to the Deputy Fire Chief.
- B. The City shall supply the following items: all required personal protective equipment.
- C. The Deputy Fire Chief shall be paid the sum of Two Thousand Dollars (\$2,000.00) annually for the purchase and maintenance, including cleaning, of uniforms and equipment in compliance with the current OSHA/PEOSHA standards.



D. Should there be any loss of or damage to uniforms and equipment through negligence of the Deputy Fire Chief, the Deputy Fire Chief shall replace those items at his cost and expense.

ARTICLE 12 USE OF VEHICLE

The Deputy Fire Chief may be provided with a City vehicle as a management decision and at the discretion of the City Manager or based upon a policy established by the City Council. If provided, such vehicle shall be identified as a City vehicle and be used for official City business only, and not for private or personal use. The Deputy Fire Chief understands that the City's auto insurance plan does not cover passengers who are not employees or officials of the City of Cape May, and/or passengers not transported as part of official business.

ARTICLE 13 PROFESSIONAL DEVELOPMENT, TRAINING, AND CERTIFICATIONS

A. The Deputy Fire Chief must attend the necessary seminars and training in order to achieve and maintain a level of education and training needed to meet the standards of Civil Service for the position of Deputy Fire Chief. Such attendance shall comply with Article 22 of the City Personnel Manual.

B. At a minimum, the Deputy Fire Chief must possess and maintain the following certifications and licenses: Incident Management Level 1; Firefighter I; EMT; CPR, and valid State of New Jersey Driver's License.

C. The City shall provide the Deputy Fire Chief with a vehicle for travel to the aforementioned seminars and training.

D. The Deputy Fire Chief may attend professional conferences related to his duties and responsibilities, in accordance with the procedures and provisions under Article 22 of the City Personnel Manual.

E. Pursuant to the provisions and procedures under Article 22 of the City Personnel Manual, the City shall pay the cost and expenses of the aforementioned seminars, training, certifications, and conferences.

F. If the Deputy Fire Chief maintains a Fire Official License, he shall receive a \$2,000.00 annual stipend.

ARTICLE 14 COURT APPEARANCES

There may be times when the Deputy Fire Chief is subpoenaed or otherwise required to appear in Court, or to testify in administrative/criminal proceedings, where the appearance arises from the Deputy Fire Chief's employment with the City. In such instances, the Deputy Fire Chief will be compensated with a \$250 per diem payment, regardless of the number of hours the Deputy Fire



Chief is required to attend the proceeding, including time spent traveling to and from the proceeding. The City will reimburse the Deputy Fire Chief for any required travel (gas mileage) and/or lodging, in connection with his attendance at the proceeding. This Paragraph shall survive the expiration of this Agreement, in the event that, after his employment with the City is severed, the Deputy Fire Chief is required to subpoenaed or otherwise required to appear in Court or to testify in an administrative/criminal proceeding, where the appearance arises from the Deputy Fire Chief's prior employment with the City. The survival of this Paragraph in these limited circumstances shall not cause any other terms or provisions in the Agreement to survive, unless expressly stated herein.

ARTICLE 15 GRIEVANCES

The Deputy Fire Chief shall have the right to file grievances pursuant to the provisions and procedures under Article 26 of the City Personnel Manual.

ARTICLE 16 CONTINUATION OF BENEFITS NOT COVERED BY AGREEMENT

All employment conditions not covered by the Agreement shall continue to be governed, controlled, and interpreted by reference to applicable provisions of the City Personnel Manual and/or the City of Cape May Code.

ARTICLE 17 SEVERABILITY AND SAVINGS

A. If any provisions of the Agreement or any application of this Agreement to the Deputy Fire Chief is held to be contrary to law, then such provisions and application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect.

B. In the event the invalid provision afforded a direct economic benefit, the parties shall meet and negotiate a new provision reflecting equal benefit.

C. This Agreement constitutes the complete and exclusive statement of the agreement between the City and the Deputy Fire Chief. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of the parties and the approval of the City Council.

ARTICLE 18 DURATION OF AGREEMENT

This Agreement shall be retroactive to January 1, 2024 and shall remain in effect up to and including December 31, 2028. This Agreement shall be enforceable upon full execution by both parties and approval by the governing body.



ARTICLE 19
ENTIRE AGREEMENT

This Agreement and the express terms and conditions set forth herein constitute the full and final agreement between the City and the Deputy Fire Chief. Any and all alleged understandings regarding any alleged benefits that are subject to interpretation and/or application of Stat, law of any kind including, without limitation, future entitlements, health benefits, and pension rights, shall not be binding on either party if such terms are not specifically set forth in this Agreement. Furthermore, the Deputy Fire Chief waives any right to receive terminal leave payment under the City Personnel Manual, which waiver shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the City of Cape May, New Jersey, on this 8th day of 2024.

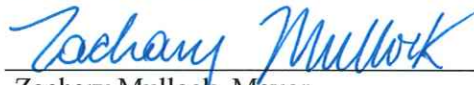
August

ATTEST:

By: 

Erin C. Burke, City Clerk.

CITY OF CAPE MAY

By: 

Zachary Mullock, Mayor.

WITNESS: 

Erin C. Burke, City Clerk


Michael Eck, Deputy Fire Chief