

AC

AGREEMENT
BETWEEN
CITY OF CAPE MAY
AND
ALEXANDAR COULTER
CHIEF OF FIRE DEPARTMENT
COMMENCING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2028

FC

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION, TERM AND EFFECTIVE DATE	1
ARTICLE 2 – MANAGEMENT RIGHTS	1
ARTICLE 3 – DUTIES AND RESPONSIBILITIES OF THE FIRE CHIEF	2
ARTICLE 4 – LEGAL REFERENCE	2
ARTICLE 5 – EMPLOYEMENT	3
ARTICLE 6 – HOURSE OF WORK	3
ARTICLE 7 – SPECIAL EVENTS	3
ARTICLE 8 – PAID LEAVE	3
ARTICLE 9 – INSURANCE, HEALTH AND WELFARE	5
ARTICLE 10 – SALARY	7
ARTICLE 11 – HOLIDAYS	7
ARTICLE 12 – CLOTHING ALLOWANCE	7
ARTICLE 13 – USE OF VEHICLE	8
ARTICLE 14 – EDUCATION, CERTIFICATION & LICENSES	8
ARTICLE 15 – CONTINUATION OF BENEFITS NOT COVERED BY AGREEMENT	8
ARTICLE 16 – SEVERABILITY AND SAVINGS	8
ARTICLE 17 – DURATION OF AGREEMENT	9
ARTICLE 18 – COURT APPEARANCES	9
ARTICLE 19 – ENTIRE AGREEMENT	9

AC

EMPLOYMENT AGREEMENT

This AGREEMENT, made this 30th day of July, 2024, by and between the CITY OF CAPE MAY, Cape May County, New Jersey, (hereinafter referred to as "City" or the "City"), and **Alexander Coulter**, (hereinafter referred to as the "Fire Chief" or "Coulter").

WITNESSETH:

WHEREAS, the Fire Chief was appointed as the Fire Chief of the Cape May City Fire Department (the "Department") by the Mayor and Council of the City of Cape May on August 5, 2014, pursuant to Resolution No. 184-08-2014;

WHEREAS, on September 17, 2019, the City and the Fire Chief entered into an Employment Agreement setting forth a mutual understanding with respect to the duties, responsibilities, chain of command, compensation, benefits, and the relationship between the Fire Chief and the City;

WHEREAS, the aforesaid Employment Agreement was effective January 1, 2019 and expired on December 31, 2023; and

WHEREAS, the City and the Fire Chief desire to continue their mutual understanding with respect to the duties, responsibilities, chain of command, compensation, benefits; and other terms and conditions of the Fire Chief's employment.

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

ARTICLE 1 RECOGNITION

This Agreement effective January 1, 2024 through December 31, 2028 by and between the City and the Fire Chief represents the complete and final understanding on all bargainable issues between the parties.

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 Fire Chief acknowledges that the City has adopted by resolution(s) a Personnel Policies and Employee Manual (the "Manual") which applies to the Fire Chief. Accordingly, if there are

Ac

any provisions set forth in this Agreement which vary from the terms and conditions of the Manual, the terms and conditions set forth in this Agreement shall control. To the extent that any terms and conditions of the Manual are not altered by this Agreement, such terms and conditions shall apply to the Fire Chief.

C. Consistent with the duties and responsibilities of the City Manager, the City Manager shall be responsible for the development and/or approval of all policies, standard operating procedures and standard operating guidelines of the Department, as defined below, for all hiring, promotions and discipline with respect to members of the Department. The City Manager shall give due consideration to the recommendations of the Fire Chief.

D. The Fire Chief shall report to the City Manager on a monthly basis with respect to all activity within the Department including, without limitation, scheduling, assignments, overtime, special projects, investigations and any other matters of importance which impact the Department and the City or as requested by the City Manager.

ARTICLE 3 DUTIES AND RESPONSIBILITIES OF THE FIRE CHIEF

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

B. The Fire Chief shall perform his duties as Chief of the Cape May Fire Department in a diligent manner in conformance with New Jersey law, in compliance with any non-conflicting City ordinances and regulations and policies, including the duties/responsibilities inherent in being the Fire Chief of the Department as generally established.

ARTICLE 4 LEGAL REFERENCE

A. The provisions of the Agreement shall also be subject to and subordinate to and shall not annul or modify existing applicable provisions of federal, state and local laws (the "Applicable Laws"), including, without limitation, Chapter 46 of the Cape May City Code ("City Code") it being understood and agreed that the Fire Chief is subject to the Applicable Laws, as may be amended from time to time, and this Agreement is not to be construed as to alter the Applicable Laws.

B. The Fire Chief shall serve as the Chief of the Department, and supervise the paid firefighters ("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 (the "Fire Company"). The Paid Firefighters are represented by the International Association of Fire Fighters — Local 3495 ("IAFF 3495") through a collective bargaining agreement, as may be modified from time to time ("CBA"). Certain terms and conditions of this Agreement may make reference to the CBA which may, as the case may be, be incorporated herein by such reference. As part of management, the Fire Chief shall be responsible for ensuring compliance with Applicable Laws, the City Code, the CBA and Standard Operating Procedures ("SOPs") and Standard Operating Guidelines (SOGs).

AC

ARTICLE 5 EMPLOYMENT

A. The City hereby employs Coulter as the Fire Chief in accordance with the terms and conditions of this Agreement. The duties of the Fire Chief are as set forth in the State of New Jersey statutes including Civil Service laws and implementing regulations, and the Cape May City Code, as amended from time to time, and the SOPs and SOGs adopted for use by the Department.

B. The City Manager is the Chief Executive Officer of the City of Cape May, and as such, the Fire Chief shall report directly to the City Manager. The Fire Chief shall notify the City Manager as soon as possible regarding any structural fire within the City, and any incident that includes the loss of life or serious bodily injury. In the absence of the City Manager, the Fire Chief shall report matters of emergency incidents to the Deputy City Manager for the purpose of notifying the Mayor and City Council.

ARTICLE 6 HOURS OF WORK

The Fire Chief shall spend sufficient time at his job to adequately insure the smooth and responsible operation of the Department over which he has supervisory control which shall normally be five (5) days, forty (40) hours per week, Monday through Friday, and such additional days and hours as may be necessary, including seasonal weekends, to fully and faithfully fulfill the duties as Fire Chief or as may be needed by the City. As a salaried Department Head, the Fire Chief shall not be entitled to overtime pay regardless of the number of hours worked in any day or week. In addition, the Fire Chief is not entitled to earn compensatory time. All hours worked, and leave time taken, shall be reported on a timesheet and submitted for payroll.

ARTICLE 7 SPECIAL EVENTS

The 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 8 PAID LEAVE

A. All paid leave entitlements for the entire year shall be credited to the Fire Chief at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the Fire Chief terminates employment including retirement, takes a leave of absence, or has any other change in status where the Fire Chief works for a portion of the year, the City shall recover the prorated value of vacation, sick, and personal leave, and if the Fire Chief utilizes more leave than is earned, then the Fire Chief shall be required to reimburse the City for the value of the used, but unearned, leave.

AC

B. Vacation Leave:

1. The Chief shall receive thirty (30) vacation leave days (240 hours) per year.
2. The 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 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 Chief and the City, 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 City Manager.

C. Sick Leave - The 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 Manual. The Fire Chief shall provide a physician's note following any period where the Fire Chief was absent for four (4) or more consecutive days. The City may at any time have the Fire Chief examined by a physician of the City's choice to determine fitness for duty.

D. The Fire Chief upon retirement with twenty-five (25) years, or more, of completed service with the City of Cape May shall be allowed to "cash-in" up to one hundred fifty (150) days of accrued sick leave at One Hundred (\$100.00) Dollars per day, up to a maximum of Fifteen Thousand (\$15,000.00) Dollars.

E. Personal Leave - The Fire Chief shall be granted three (3) personal days (8 hours per day) for each year during the term of this Agreement. All personal days must be used during the current year, and may not be carried forward or accumulate.

F. Bereavement Leave - The Fire Chief shall be given time off (bereavement leave) 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) days. Such bereavement leave shall be used between the date of the death and the day of the funeral. The "immediate family" shall mean parents, stepparents, grandparents, spouse, civil union partner, child, stepchild, foster child, mother-in-law, father-in-law, brother, and sister, or any individual cohabitating in the same home of the Fire Chief, and interacting as a family unit. It shall also include a relative of the Fire Chief residing in the Fire Chief's household.

G. The parties acknowledge and agree that the sixty-seven and one-half (67.5) twenty-four hour days (1621 hours) of sick leave which the Fire Chief accrued prior to being promoted to Fire Chief should not have been reduced and converted from twenty-four (24) hour days to eight (8) hour days in his prior contract. Accordingly, the parties recognize and agree that the Fire Chief's current accrued sick time as of January 1, 2019, including 2019's allocation, is 1,647 hours.

AC

Notwithstanding same, additional sick time earned while serving as Fire Chief shall be calculated in eight (8) hour days consistent with Paragraph C of this Article.

ARTICLE 9
INSURANCE, HEALTH AND WELFARE

- A. The City shall continue to provide and maintain health benefits coverage and dependent coverage for the 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 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 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 Fire Chief.
- E. Opt-Out.
 - 1. The 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 Fire Chief is covered by health insurance through another source.
 - 2. If the Fire Chief chooses to participate in this program and drops Fire Chief and/or spouse and/or dependent coverage, the 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 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 Fire Chief chooses to participate and then the alternative coverage is terminated, upon proper verification of termination, the City will restore the Fire Chief and/or his dependents to

Ac 1

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 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 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 Fire Chief is deemed ineligible due to the restrictions on duplicate coverage, then the Fire Chief will be eligible for Flex-Care Benefits.
- F. Pursuant to State law, the City shall provide the 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 Fire Chief does not opt out under Article 11.E., the City will also provide the 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 Fire Chiefs personal vehicle when said vehicle is authorized to be used in the scope of employment, as defined in the City's insurance contract.

AC

ARTICLE 10 SALARY

During the term of this Agreement, the Fire Chief's annual base salary shall be as follows:

Calendar year ending December 31, 2024: \$152,345 (effective January 1, 2024)

Calendar year ending December 31, 2025: \$156,915

Calendar year ending December 31, 2026: \$161,622

Calendar year ending December 31, 2027: \$166,471

Calendar year ending December 31, 2028: \$171,465

All salary increases shall be effective starting January 1 of the respective year.

ARTICLE 11 HOLIDAYS

The Fire Chief shall be entitled to the same holidays (14) as provided to all other City Employees as set forth in the Manual; subject, however, to the duties and responsibilities he has as set forth in Articles 4, 5, and 6 of this Agreement.

ARTICLE 12 CLOTHING ALLOWANCE

A. The City shall supply all standard uniforms for Fire Department personnel including the Fire Chief.

B. The City shall supply the following items: turnout gear, helmet, boots, gloves, and coveralls.

C. The Fire Chief shall be paid the sum of One Thousand (\$1,000.00) Dollars annually for the purchase and maintenance, including cleaning, of uniforms (including dress uniforms) and equipment in compliance with the current OSHA/PEOSHA standards. If the Fire Chief is not maintaining uniforms or equipment in proper condition, and at the request of the City Manager, then said Fire Chief shall be required to use personal funds in order to purchase the issue necessary to properly maintain the same.

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

E. In the event the City directs that an entirely new uniform shall be utilized, the City shall pay for the initial cost of such uniform.

Ad

ARTICLE 13 USE OF VEHICLE

The Fire Chief is 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 Fire Chief understands that the City's auto insurance plan does not cover passengers who are not Fire Department employees or officials of the City of Cape May, or any passenger not transported as part of official business.

ARTICLE 14 EDUCATION, CERTIFICATIONS & LICENSES

- A. The 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 Fire Chief.
- B. The Fire Chief at a minimum must possess and maintain the following certifications: Incident Management Level I, Firefighter I, EMT, AED and CPR.
- C. The City shall pay the cost of the aforementioned seminars, training and certifications.
- D. The City shall provide the Fire Chief a vehicle for travel to the aforementioned seminars and training.
- E. The Fire Chief must possess and maintain a valid State of New Jersey driver's license.

ARTICLE 15 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 either City Ordinances or any present or past benefits which the Fire Chief customarily enjoys, but have not been specifically included in the Agreement, shall be continued.

ARTICLE 16 SEVERABILITY AND SAVINGS

- A. If any provisions of the Agreement or any application of this Agreement to the 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.

AC

C. This Agreement constitutes the complete and exclusive statement of the agreement between parties. 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.

ARTICLE 17 DURATION OF AGREEMENT

A. The Agreement shall be effective on January 1, 2024 and shall remain in effect to and including December 31, 2028.

B. None of the terms and conditions of this Agreement shall extend beyond December 31, 2028 except for cash payment for accumulated and unused sick time at the amount and pursuant to the terms and conditions specified herein. All other rights, obligations, terms and conditions of employment will continue as set forth in the Manual and as provided by Civil Service law.

ARTICLE 18 COURT APPEARANCES

There may be times when the Fire Chief is subpoenaed or otherwise required to appear in Court, or to testify in administrative/criminal proceedings, where the appearance arises from the Fire Chief's employment with the City. In such instances, the Fire Chief will be compensated with a \$250 per diem, per day payment, regardless of the number of hours the Fire Chief is required to attend the proceeding, including time spent traveling to and from the proceeding. The City will reimburse the 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, if, after his employment with the City is severed, the Fire Chief is required pursuant to a subpoena or otherwise required to appear in Court or to testify in an administrative/criminal proceeding, where the appearance arises from the 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 this Agreement to survive, unless expressly stated herein.

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 Fire Chief. Any and all understandings regarding any benefits that are subject to interpretation and/or application of State law of any kind including, without limitation, future entitlements, lifetime health benefits and pension rights which not expressly incorporated into this Agreement are not binding on either party. Furthermore, the Fire Chief waives any right to receive terminal leave payment under the Manual, which waiver shall survive the termination of the Agreement.

AC

ATTEST:

CITY OF CAPE MAY


Erin C. Burke, City Clerk


ZACHARY MULLOCK, MAYOR

WITNESS


Erin C. Burke, City Clerk


ALEXANDER COULTER, FIRE CHIEF