

Original #1

AGREEMENT

between the

CITY OF WILDWOOD, CAPE MAY COUNTY

And

WILDWOOD LOCAL NO. #50

FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION

OF

NEW JERSEY

JANUARY 1, 2009 THROUGH DECEMBER 31, 2012

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PREAMBLE

This agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and  
Between the **CITY OF WILDWOOD**, in the County of Cape May, New Jersey, a Municipal  
Corporation of the State of New Jersey, hereinafter called "City", and the Wildwood Local No. 50,  
F.M.B.A., hereinafter called the "Local", represents the complete and final understanding on all  
bargain able issues between the City and the Local.

ARTICLE I  
RECOGNITION

For the purpose of collective bargaining negotiations concerning wages, benefits and other terms and conditions of employment, the City recognizes the Union, FMBA Local #50 as the exclusive bargaining agent for all employees covered herein, and more specifically enumerated by job title as set form in Appendix "A".

## ARTICLE II

### MANAGEMENT RIGHTS

- A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Law and Constitution of the State of New Jersey and of the United States of America, including but without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the City government and its properties and facilities and the activities of its employees.
  2. To hire all employees, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
  3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and Laws of the State of New Jersey and the United States of America.
- C. Nothing contained herein shall be construed to deny or restrict the City in its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11, or any other national,
- (a) The Local or aggrieved employee shall institute action under the provisions hereof within State, county or local laws or ordinances.

D. The failure to exercise any of the foregoing rights by either party shall not be deemed to be a waiver thereof. Any action taken by the City not specifically prohibited by this Agreement shall be deemed by both parties to be a management right and shall be considered such as if fully set forth herein.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
  
2. The employee shall have the right to bring a grievance issue to the Employer provided said grievance is in writing and presented to the Union, with the Union's verbal approval an employee may discuss and resolve the issue with the Employer provided the resolution does not conflict with the terms of this Agreement. For any matter to proceed to arbitration, the employee must have the approval of the Union. Oral reprimands and written reprimands up to four (4) per calendar year shall not be subject the grievance procedure.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by the Local or the City. Grievances related to minor disciplinary action shall be grievable and arbitrable.

C. Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless a step is waived by mutual consent. If a grievance is not answered on time, it shall be deemed a denial, and the grievant may move the grievance to the next step within time, which shall be calculated from the last day allowed for the response:

STEP ONE:

- (a) The Local or aggrieved employee shall institute action under the provisions hereof within five (5) working days of the occurrence of the grievance and an earnest effort shall be made to

settle the differences informally between the Local or the aggrieved employee and his chief for the purpose of resolving the matter informally. Failure to act within the five (5) assigned working days shall be deemed to constitute an abandonment of the grievance.

(b) The chief shall render a decision within five (5) working days after receipt of the grievance.

#### STEP TWO

In the event a satisfactory settlement has not been reached the Local or the employee shall in writing and executed, file a complaint with the City's Business Administrator within five (5) working days following the determination of the Fire Chief. The City's Business Administrator shall render a decision in writing within five (5) working days from receipt of this Complaint.

#### STEP THREE:

a) In the event a satisfactory settlement has not been reached the Local or the employee shall, in writing and signed, file his or her complaint with the Commissioner of Public Safety within five (5) working days following the determination of the supervisor.

b) The Commissioner of Public Safety shall render a decision in writing within five (5) working days from receipt of this complaint.

#### STEP FOUR:

a) If the grievance is not settled through Steps One, Two or Three, either party may refer the matter to the New Jersey Public Employee Relations Committee within ten (10) working days after the determination of the Commissioner of Public Safety. An arbitrator shall be selected pursuant to Public Employees Relations Commission.



b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Commissioner of Public Safety.

c) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any Amendment or supplement thereto unless both parties agree in advance to it.

d) The Arbitrator's decision shall be binding on both parties.

D. The City shall provide the Local with specifically designed and agreed-upon forms upon which to file grievances.

E. Emergency

1. Upon the declaration by either party of an "emergency", Step One of the Grievance procedure, as provided in Article III, Section C, hereinabove, shall be bypassed, and the procedures shall begin with Step Two.

2. An emergency shall be invoked by the presentation to the President of the Local or the Commissioner of Public Safety of a written memorandum, delivered in person or by registered mail, setting forth in detail the nature of the grievance and declaring said grievance to be an emergency. Such procedure shall not be invoked frivolously by either party.

F. In no event will the same City Official hear no more than one (1) step in the grievance procedure. In the event that the same individual hold two (2) positions named in the steps of the grievance procedure, that individual will hear only one (1) step of the grievance, then the grievance shall proceed to the next step in the grievance procedure.

## ARTICLE IV

### SENIORITY

Seniority within the City of Wildwood Fire Department, for the purposes of leave time selection and work assignments shall be defined to mean the accumulated length of continuous service within the Fire Department, computed from the date that the Employee actually begins work as and holds the title of firefighter. When possible, the Employer will make every effort to recognize an Employee's seniority when it comes to shift selection. The above notwithstanding seniority shall be determined by rank. A Higher rank shall take precedence over lower rank regardless of initial work date; however, within rank, seniority shall be calculated using the date that the employee was promoted to the rank in question.

In all cases of promotions, demotions, layoff, recall, and other situations not specifically set forth above, seniority shall be defined to mean the accumulated length of continuous service with the Fire Department, computed from the Employee's date of permanent appointment as determined by the New Jersey Department of Personnel. The Employee with the greatest amount of seniority shall be given preference, provided he/she is qualified to perform the work involved. An Employee's length of service shall not be reduced by time lost due to absence for a bona fide illness or injury, certified by a physician not in the excess of six (6) months or one (1) year if work related.

## ARTICLE V

### LOCAL REPRESENTATIVES

- A. Accredited representatives of the Local may enter the City facilities or premises at reasonable hours for the purposes of observing working conditions or assisting in the adjustment of grievances. When the Local decides to have its representatives enter the City facilities or premises, it will request such permission from the Commissioner of Public Safety and Public Affairs and such permission will not be unreasonably withheld, provided there should be no interference with normal operations of the business of the City government nor meeting held on the City property.
- B. Two (2) designated representatives may be appointed to represent the Local in grievances with the City, without loss of time or pay.
- C. During collective negotiations, authorized representatives, not to exceed two (2), shall be excused from their normal work duties to participate in mutually-scheduled collective negotiation sessions that are reasonable and necessary and shall suffer no loss of regular pay.
- D. The delegate and president, or his designee, shall be permitted to attend all state meetings and conventions without loss of time or pay. The fire chief shall be notified two (2) weeks prior to any such event.

**ARTICLE VI**

**HOLIDAYS**

- A. When the City declares a special holiday for all other employees other than the following days: New Year's Day, Independence Day, Martin Luther King Day, Labor Day, Lincoln's Birthday, Columbus Day, Good Friday, Veteran's Day, Easter Monday, Thanksgiving Day, Memorial Day, Day after Thanksgiving, Primary Election Day, Christmas Day, the City will provide employee a day off with pay.

ARTICLE VII

VACATIONS

A.

1. For all employees, annual vacation leave with pay shall be earned at the rate of 12 working hours of vacation for each full month of service during the remainder of the calendar year following the day of appointment. For subsequent years, the following schedule shall apply:

Each year of up to 10 years            192 working hours

Completion of 10 to 15 years            240 working hours

Completion of 15 to 20 years            288 working hours

B. Vacation allowance must be taken during the current calendar year at such time permitted or directed by the appointing authority unless the appointing authority determined that it cannot be taken because of pressure of work. Any unused vacation may be carried into the next succeeding year only.

C. The vacation provisions of this Article shall apply only to permanent full time (twelve month) full shift employees.

D. If a day is taken, 10 hours will be deducted  
If a night is taken, 14 hours will be deducted.

In the event the employee elects to take a vacation day then he or she must utilize the full amount of time

E. Effective January 1, 2011 add an adjustment of \$250 to top step (Step 15) firefighter

## ARTICLE VIII

### HEALTH AND WELFARE INSURANCE

A. The City shall provide health benefits and prescriptions program in accordance with the provisions of the New Jersey State Health Benefits Program, the Direct 10 plan, for all permanent and provisional employees who have been on the pay roll for two (2) full months, at the beginning of the third month of employment. The City may, at its option, change any of the existing insurance plans or carriers so long as identical or substantially similar benefits are provided.

1. Effective May 21, 2010, all employees covered under this Agreement shall contribute one and one-half percent (1.5%) of their pensionable wage to the City. This contribution and all contributions set forth under this Article shall be subject as reasonably possible to the Federal IRS 125 Plan<sup>1</sup> for pre-tax deductions

*<sup>1</sup> The Section 125 Plan is administered by the City or their designee. This provision enables employees to complete a form, available through the Administrator's Office or as determined, to permit the City to take the health insurance contribution from the employee's gross pay (pre-tax) as opposed to taking it from their net pay (after-tax dollars)*

B. Benefits covered under this program are hospitalization, medical, laboratory services and major medical benefits or identical or substantially similar coverage.

1. A Prescription plan identical or substantially similar coverage and administration as that provided by New Jersey State Health Benefits Plan. Co Payments shall be established under the New Jersey State Health Benefits.

2. Dental and orthodontic coverage and co payments shall be established under the New Jersey State Health Benefit Plan (Dental).

3. The City will continue to provide vision plan by New Jersey State Health Benefit plan (Vision) (HIS- Blue Cross – Blue Shield / Free Standing Vision Plan).

C. The City will provide for diagnostic testing, and if necessary, the treatment, of immediate family members of an employee who, as part of their employment, is believed, in the opinion of the attending physician, to have been exposed to a contagious disease that may have been transmitted to the immediate family members. Any subsequent expenses incurred on behalf of the family member(s) as a result of the diagnostic testing will be covered (refers to diseases such as Acquired Immune Deficiency Syndrome (AIDS), Hepatitis, Spinal Meningitis, Tuberculosis (TB) and similar infections).

D. Health Insurance for Retirees

1. Retirees with twenty-five (25) or more years of service as regular full-time firefighters, or police officers with the City of Wildwood who retired effective on January 1, 1991, but before January 1, 1992, shall receive an annual payment of One Thousand Five Hundred Fifty (\$ 1,550.00) Dollars towards the cost of health insurance (hospitalization and/or major medical) coverage.

2. Retirees with twenty-five (25) or more years of service as a regular full-time firefighters, or police officers with the City of Wildwood who retire effective on or after January 1, 1992, but before January 1, 1995, shall receive an annual payment of One Thousand Eight Hundred Fifty (\$ 1,850.00) Dollars towards the cost of health insurance (hospitalization and/or major medical) coverage.

3. Retirees with twenty-five (25) or more years of service as a regular full-time firefighters or police officers with the City of Wildwood who retire effective on or after January 1, 1995 shall

receive an annual payment of Two Thousand Five Hundred Fifty (\$2,500.00) Dollars towards the cost of health insurance (hospitalization and/or major medical) coverage.

4. The annual payments set forth above shall not increase, but shall remain constant and shall be fixed throughout the term of this Agreement depending solely upon the year in which the employee retired.

5. Such coverage is limited to retirees who are not covered by other health insurance plans.

6. The coverage shall not extend beyond when the member begins Medicare.

7. The City may require proof of payment of premiums by the retiree, or other acceptable proof of coverage, at its option.

8. Effective January 1, 1996, all retirees with 25 years or more of service as regular, full-time firefighters, and full time police officers with the City of Wildwood shall receive One Hundred Percent (100%) of the cost of health insurance (hospitalization and/or major medical coverage identical or substantially similar to the coverage currently provided in B, B(a) and B(b) above), during their first year of retirement. In the event an individual has performed full time continuous service with the Fire Department of the City of Wildwood and has brought back time in the Police and Fire Pension System for said period, (or has brought up to four (4) years time in the Police and Fire Pension System for said period, (or has been brought up to four (4) years time in the Police and Fire Pension System for veteran's service), then said individual shall be permitted to utilize the time purchased toward twenty-five (25) year calculation. In the event that premium(s) increase after the employee has retired, then the employee and the City shall pay each fifty (50%) percent of said increase, if any over and above the rate (base) that the *City* paid for the employee's health insurance during the year of his/her retirement. This payment scheme shall continue for every year that a premium increase occurs. It is agreed that the premium charged during the employee's first year of retirement shall serve as the base year from which all future increases shall be calculated and the



increases over the base year shall be split fifty-fifty (50/50) by the City and the employee. In the event that the base year premium includes coverage for children who subsequently become emancipated then the base year premium includes coverage for children who subsequently become emancipated then the base year figure shall be reduced for the year immediately subsequent to the emancipation to the premium figure which would have been charged during the base year to ensure the individuals who shall remain insured.

A similar formula shall be employed for family members who become deceased or the employee's spouse in the event of a divorce.

If a retiree adopts or has a child(ren) subsequent to retirement, then the retiree shall be responsible for One Hundred Percent (100%) of the premium and all increases relative to such child or children. Coverage shall terminate when employee becomes covered for Medicare or upon death of employee.

9. The City shall provide, at its own cost and expense, health insurance, (hospitalization and/or major medical, vision, dental and prescription) coverage for firefighter or fire officer permanently injured in the line of duty and caused to retire from the force, irrespective of years of service, as a result of such injury. Coverage shall include the firefighter or fire officer and his/her dependents. Coverage shall terminate when the employee becomes covered for medicare or upon death of the employee.

The determination of permanent injury shall be subject to medical examination by the City's physician and a physician of the firefighter or fire officer's choice.

10. . Employees retiring on or after July 1 , 2010, shall be required to pay via a procedure to be determined by the City, one and one-half (1 .5%) percent of their total annual pension wage and paid to the City for health insurance contribution and no other provision of this Article

snail be applicable to these employees/retirees. Should the State of New Jersey enact legislation that mandates health benefit contributions by retirees, the above contribution shall be the maximum contribution paid by employees covered by this contract, unless contrary to state law.

## ARTICLE IX

### SICK LEAVE

#### A. Service Credit for Sick Leave

1. All permanent employees, full time temporary, or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to work by reason of personal illness, accident or exposure to contagious disease. Such leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon the member of immediate family who is seriously ill.

3. If an employee exhausts all his/her sick leave, another employee may donate, on a case by case basis, up to three (3) sick days per year to be utilized by the employee having no sick leave remaining. An employee's decision to donate sick days shall in no way effect his/her right to sell back sick days under the provisions of this Agreement.

4. When an employee donates time, the dollar value of the employee's donated time shall go into a money pool.

5. The designated recipient of the pool shall utilize that time at the dollar value for which the recipient is compensated in his or her daily rate.

#### B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full time (twelve month) full shift employee on the basis of twelve (12) hours per month during the first calendar year of employment after initial appointment and 180 hours in every calendar year thereafter. Part time permanent employees shall be entitled to sick leave as established by regulation.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.

3. In accordance with the following schedule, an employee who uses less than the listed number of sick leave shifts in a calendar year shall have the City compensate him at the year's rate of pay, in cash for the time in the first pay of the following year. In such event, the employee shall have the request verified by the Fire Chief and submitted to the City Treasurer by the time payroll sheets are to be submitted for the first pay in January. The schedule is as follows:

Sick leave hours for less than 3 shifts used                      Up to 84 hours payment

Sick leave hours for between 3-5 shifts inclusive              Up to 60 hours payment

First year employees shall not be eligible to sell back sick time.

4. *For 2010 FMBA 50 Agrees to only sell ½ of their allotted sick time sell back.*

C. Reporting of Absence on Sick Leave

I. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

a) Failure to notify his superior may be the cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b) Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

I. An employee who shall be absent on sick leave for five (5) or more consecutive

working days shall be required to submit acceptable Medicare evidence substantiating the illness.

a) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days shall submit acceptable medical evidence for any additional sick leave in that year unless such an illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.

b) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

2. In the case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.

3. The City may require an employee who has been absent because of personal illness, as a condition of his return duty, be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. Sick Leave Termination

1. Employees shall reimburse for accrued sick leave in accordance with the provisions of the City of Wildwood Ordinance No. 1010 copy annexed.

2. In the event of the death of an employee who has not utilized accumulated sick leave, said employee's estate shall be compensated for accumulated sick leave in accordance with the terms and conditions set forth herein.

F. Bereavement Leave

1. In the case of death in the immediate family, an employee shall be granted five (5) consecutive leave days to include day of death or day of the funeral.

2. Immediate family shall be defined as the employee's husband, wife, child, step child, father, mother, brother, sister, father-in-law, mother-in-law.

3. In the case of the death of a grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, aunt or uncle, step-sister and step-brother an employee shall be granted leave to a maximum one (1) day for the specific purpose of permitting said employee to attend the funeral of the aforementioned relative.

4. Reasonable verification of the event may be required by the City.

G. Injury Leave

1. Employees injured by a work-connected injury shall have their case reviewed by the City. In the sole discretion of the City, an employee may be entitled to full pay for any portion of said disability up to one year. Employees receiving full pay shall turn over all worker's compensation benefit's to the City.

2. The City agrees to pay employees at their regular rate of pay during periods of disability due to a work-incurred injury for a period of three (3) months from the date of such disability, provided such employee is incapable of performing his normal duties and such disability is established by the City Physician or his designee.

3. The City, at it's option, and under certification by the City Physician or his designee, may extend the disability for no more than three (3) additional separate periods not exceeding three (3) months each, the City Physician or his designee must certify that the employee is incapable of performing his normal duties each time.

4. In the event any employee is granted said disability pay, the City's sole obligation shall be to pay the employee the difference between his regular salary and any compensation, disability, or other payments received from other sources. At the City's option, the employee shall either surrender and deliver any compensation disability or other payments to the City and receive his entire salary payment, or the City shall pay only the difference.

5. In the event the City Physician or his designee does not certify that the injury or illness can be cured within one (1) year, no leave of absence shall be granted under this Article.

6. If an employee sustains a work related injury and is scheduled for light duty, then such employee may consult with a physician or obtain a physical during working hours, if necessary.

H. Effective January 1, 2011, employees shall be provided forty-two (42) hours of their earned sick leave as Personal Days to be deducted from Section B herein. This personal leave must be used within the calendar year or lost this time cannot be accumulated or returned for cash payment

ARTICLE X

SALARIES AND COMPENSATION

- A. The annual base salaries to be paid to members of the Fire Department covered by this Agreement during the contract term shall be as shown on the attached Wage Guide. This Guide represents the following:
1. Effective January 1, 2009, the parties agree to 2.5% wage increase to be deferred to be implemented at the end of business on December 31, 2009 on all steps and rank on the 2008 wage guide.
  2. Effective January 1, 2010, the wage guide shall be increased from five (5) steps to fifteen (15) steps. As shown below, the Step 1 wage shall be set at \$25,000 and all steps up to Step 15 shall be equalized. Additionally, two additional Captain steps. Captain II being four percent (4.0%) above the top step firefighter and the employee will remain in this step for three (3) full years. Upon completion of three (3) years the employee will move to Captain I which shall be seven and three-quarter percent (7.75%) above the top step firefighter and the employee will remain in this step for two (2) full years. Upon completion of the two (2) years at Captain I, the employee will move to Captain which shall be 13.69% above the top step firefighter. The Wage Guide prior to any increases in 2010 shall be as follows:

Captain	\$ 100,012
Captain I (2 years)	\$94,788
Captain H (3 years)	\$91,489
Fifteenth Year	\$87,971
Fourteenth Year*	\$83,473
Thirteenth Year	\$78,975
Twelve Year	\$74,477
Eleventh Year	\$69,979
Tenth Year	\$65,481
Ninth Year	\$60,983
Eighth Year	\$56,485
Seventh Year	\$51,987
Sixth Year	\$47,489
Fifth Year	\$42,992
Fourth Year	\$38,494
Third Year	\$33,996
Second Year	\$29,498
First Year	\$25,000

3. Effective January 1, 2010, the parties agree to 2.5% wage increase to be deferred to be implemented at the end of business on July 1, 2010 on all steps and rank on the 2009 wage guide.



4. Effective January 1, 2011, all steps and rank on the 2010 wage guide shall be increased by two and one-half (2.5%) percent
5. Effective January 1, 2012, all steps and rank on the 2011 wage guide shall be increased by two and one-half (2.5%) percent
6. All firefighters hired before November 1, 2009 which shall not include Captains, shall remain at their slotted step as of January 1, 2010 for the remainder of this contract term and thereafter shall advance one step per calendar year beginning January 1, 2013.
7. See Appendix "A" for Wage Scale

ARTICLE XI

LONGEVITY

A. Effective January 1,2010, this Article shall be deleted from the contract

## ARTICLE XII

### SAFETY AND EDUCATIONAL TRAINING

- A. When the Department Head receives notice of availability of job related schools, said Department Head shall post on the Department Bulletin Board a notice advising all employees of the availability of said school and seminars.
- B. Employees shall be paid at the applicable rate of pay for attendance at schools when attendance at said schools is required by the City for the employee to maintain his present employment position.
- C. The City shall reimburse all employees for gasoline and tolls while attending a school required by the City for the employee to maintain his present position.
- D. There is herewith established a Safety Committee to serve as a forum for representatives of the City and the Local to meet and discuss such items as training, equipment, uniforms, turn-out gear and other subjects relevant to the administration of fire protection and rescue services to the City of Wildwood. Its composition shall include three (3) representatives of the Local, the Fire Chief, the City Personnel Officer and the Commissioner of Public Affairs and Safety. It shall be chaired by the Commissioner of Public Affairs and Public Safety and its actions shall be non-binding upon the City and advisory only.
- E. If approved by the City in it's discretion in advance, job-related training will be paid for by the City.
- F. In addition to salaries, employees who have a Bachelor's or Associates Degree in a recognized area of fire prevention or control, or a field reasonably related thereto, from an accredited College, shall receive an annual payment of One Thousand Seven Hundred (\$1,700.00) Dollars (Master's Degree), One Thousand Four Hundred (\$1,400.00) Dollars (Bachelor's Degree); Eight

Hundred (\$800.00) Dollars (Associate's Degree). Said payment shall be made in the second pay in January.

G. The City will provide and conduct mandatory firefighter training on subjects similar to those conducted by the Volunteer Fire Companies of the City of Wildwood, for example; SCBA, Rescue and Confined Space Rescue, Right to Know, Haz-Mat refreshers and updates for awareness, operations and technician levels, Blood borne Pathogens, Live Fire Training, etc. the City shall give notice two (2) weeks prior to any mandated classes/training as to the date, time and location of said training. The maximum compensation provided to the employee for such training shall be a flat two (2) hours overtime.

H. The cost to provide recertification for members holding a fire official or fire instructor certificate shall be borne by the City. The City shall provide compensation should such recertification take place during off-duty time. However, any such compensation shall be at straight time rates and no compensation time or overtime shall accrue with regard to same.

## ARTICLE XIII

### CLOTHING ALLOWANCE

A. The City shall continue to furnish all initial issue of uniforms to all new employees. Such issue shall include one pair of shoes, the specifications and cost of which shall be as determined by the City and four (4) sets of work uniforms, 1 belt, 1 number badge and light jacket Upon completion of a member's probationary period, the member shall then be issued the following items: hat with badge, dress jacket, dress pants, long sleeve white shirt, short sleeve white shirt, tie, second number badge, W.F.D. collar brass, and name plate.

B. The City shall provide each employee with an allowance for clothing of Six Hundred (\$600.00) Dollars per year. For these purposes the year shall commence July 1, and terminate June 30 of the following year. However, in order to obtain said allowance each employee must provide the Treasurer's Office with receipts for expenditures and the clothing allowance may only be utilized to purchase the following items:

*See Annexed List, Exhibit "A"*

However, if an employee wishes to upgrade or vary items of clothing on the list provided, he may do so subject to the \$600.00 cap. Proof of payment must be provided by employee to the City Treasurer.

C. Uniforms, turnout gear or shoes damaged in the line of duty shall be replaced by the City. The City shall not replace uniforms, turnout gear or shoes damaged through neglect of the employee. Such determination shall be made by the Chief.

D. Eyeglasses destroyed or damaged in the line of duty shall be repaired or replaced. The

City shall pay the balance of the costs for such replacement over and above the members insurance.

E. Each firefighter shall be assigned a scanable two-way radio with microphone. The City shall determine specifications and costs.

F. Each firefighter shall be assigned an SCBA mask of his/her own, fitted for their personal use.

G. During the year 2005, each member will receive a light spring jacket. Any employee whose watch is broken in the line of duty, and not through the negligence of said employee shall receive compensation in the maximum amount of Thirty (\$30.00) with regard to said watch.

**ARTICLE XIV**

**UNSAFE VEHICLES**

An apparatus which is declared unsafe by the head of the Municipal Fire Division, or his designee, shall be repaired immediately.

**ARTICLE XV**

**SAVINGS BONDS**

Upon written authorization, the City shall deduct appropriate amounts so specified by each employee, from his paycheck, to be used in purchasing Savings Bonds for said employee.

ARTICLE XVI

BULLETIN BOARD

One bulletin board shall be made available by the City in the Fire Department this bulletin board may be utilized by Local for the purpose of posting announcements and other information of a non-controversial nature. The Department Head or his representative may remove from this bulletin board any material which does not conform with the intent and provisions of this Article.



## ARTICLE XVII

### WORK RULES

#### A. Work Schedule

1. The City shall have the absolute, unqualified right to change the present work schedule to provide the Local with thirty (30) days' notice of any such changes in order for the City and Local to negotiate the impact of such changes, if any.

2. The present work week shall be the "10-14" system." This system involves 42 hours of work per week over an 8 week cycle.

3. A working day is an assigned shift of either 10 hours or 14 hours.

4. At no time will there be less than two (2) full time firefighter on duty per shift.

5. In the event of an emergency the shift senior employee may utilize another employee to complete the shift. In the event that a full-time employee is utilized and said employee works only a portion of the shift, then said employee may utilize his or her accrued hours of comp time or vacation time as a credit in order to be paid for a full shift.

B. The City may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to the Agreement and further provided that the Local shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or copy received to Local. Such notice shall be served upon the current FMBA President or the Duty Officer at the time the notice is delivered.

C. The local acknowledges that one of the basis missions of the Fire Department and the Division of Municipal Firefighting is to provide Ambulance/Rescue Service to the City of Wildwood, and that all employees of the Department must comply with State regulations regarding the provisions of such service, with Section D below to serve as a minimum, if the State mandates a lesser standard.

D. It is specifically agreed and understood that all Firefighters and Fire Officer, shall as a condition of employment, maintain their status as a certified EMT-B. It is acknowledged that \$1,000.00 has been added to base salaries effective January 1, 1994 solely in recognition of this status. It is also acknowledged that the separate EMT stipend of \$1,000.00 shall no longer be applicable. The cost to provide recertification of Local members to meet State standards (or the standards of this Agreement) shall be borne by the City and shall take place during duty time insofar as permitted and possible, that no time and one half overtime payments shall be paid for training, and that the City shall not subsidize additional off duty training if a member fails a program. In such a case, the member must obtain the certification at his own cost. New employees must possess an EMT-B certification prior to their appointment as a condition of employment.

E. As an incident of his employment, each employee shall be required to report for duty and shall be marked "on duty" by his immediate supervisor, in the event that there is a "call-back" or a "request for assistance" by the highest ranking fire-fighter who is on duty at any such incident. During the course of such occurrences, each employee shall be considered to be acting in the discharge of his duties as an employee and shall be entitled to all of the benefits to which he would be entitled during his normal hours and duty. In this regard, if any incident is less then one-half (1/2) hour then payment will be made for at least one-half (1/2) hour, if any incident is longer then one-half (1/2) hour then payments shall be calculated straight time and one-half, to the nearest half hour.

F. Any employee called into the Armed Forces of the United States during National Emergency shall receive the protection of all applicable laws.

G. Employees who are called into service by units of the National Guard or Reserve units shall receive time off with pay for two weeks of required annual field training only.

H. Previously, effective 1 January 1999, all members who are EMT-D (A.E.D.) Certified received an annual stipend of Seven Hundred Fifty (\$750.00) Dollars to be paid in the first pay in

December. This stipend shall no long be paid as said Seven Hundred Fifty (\$750.00) Dollars has been made part of the base salaries.

I. There shall be an annual stipend in the amount of One Thousand (\$1,000.00) Dollars paid to a firefighter for assumes the duties of an officer in charge on occasions when a Captain is off. Said Stipend to be paid in the last pay of December. However, said stipend is to be paid as follows:

1. No stipend shall be paid if a firefighter assumes this position for less than thirty (30) consecutive days.

2. In the event that a firefighter assumes this position for longer than thirty (30) consecutive days, then such senior firefighter shall receive a pro-ration of said annual stipend for the time spent in said position over the thirty (30) consecutive days aforesaid.

J. Except for Memorial Day weekend, the designated July 4th weekend, and the Labor Day weekend, employees shall receive four (4) hours of compensatory time when mandated to work on a "special" event

## ARTICLE XVIII

### MISCELLANEOUS

- A. Whenever a member of the Local is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member with necessary means for the defense of such action or proceeding, but not for his defense in disciplinary or criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary action or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally be determined in favor of the member or officer, he shall be reimbursed for the expense of the defense.
- B. A member of the Local who is subpoenaed and called to testify in a legal action as a direct result of a work incident shall receive a minimum of two (2) hours compensatory time and said time shall be calculated at time and one-half.
- C. All equipment will meet PEOSHA standards.
- D. Firefighters shall have access to a critical stress management resource.
- E. The parties to this Agreement understand and agree that as a result of the change in government effective on or about July 1, 1995, certain management titles may be changed and/or eliminated, and new titles will be inserted which are commensurate with other prior titles of the same responsibility.
- F. Employees shall receive the reimbursement provided pursuant to current IRS Regulations with using their own vehicles.
- G. In the event an employee is called for an ambulance transport, said employee shall be paid time and one-half for the time expended. In the event that a second ambulance recall is placed within the unit, then the first two (2) employees to respond will be compensated \$75.00 per man per incident

H. In the event of a consolidation, the Union shall be given notice and an opportunity to provide input.

I. By January 15<sup>th</sup> of each year, of the Contract, the Union shall submit to the Chief financial Officer of the city of Wildwood a current roster list itemizing comp time for each member of the unit. The CFO shall review the same with the Fire Chief and confirm its accuracy and veracity. This shall be accomplished within forty days. Thereafter, the appropriate representatives of the parties shall initial the change and shall be appended to the Agreement so that, on an annual basis, there is a record of comp time in order to avoid confusion for future administrations.

J. Effective January 1, 2011, all leave time (Vacation and Sick) earned shall be on a pro-rated basis and with anticipation of employment throughout the calendar year.

## ARTICLE XIX

### NO STRIKE PLEDGE

A. The Local covenants and agrees that during the term of this Agreement neither the Local nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the City. The Local agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by a Local member shall entitle the City to invoke any of the following alternatives:

1. Withdrawal of dues deduction privileges.

1. Such activity shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Civil Service Law.

C. The Local will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the City.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunctions or damages or both in the event of such breach by the Local or its members.

**ARTICLE XX**  
**NON-DISCRIMINATION**

A. There shall be no discrimination by the City or Local against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Local or because of any lawful activities by such employee on behalf of the Local. The Local, its members and agents, shall not discriminate against, interfere with, restrain, or coerce any employees covered under this Agreement who are not members of the Local and shall not solicit members in the Local or the payment of dues during working time.

ARTICLE XXI

SEPARABILITY AND SAVINGS

A. All salary or wage increases or other economic changes will be put into effect. In the event any or all of the salary increases for the term of this Agreement or beyond cannot legally be made effective, such increases shall be omitted or proportionately adjusted according to law.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.



ARTICLE XXII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This clause represents a specific waiver by the Union to bargain over any term and condition of employment during the term of this Agreement, including those arising out of management's actions in either changing or eliminating any preexisting benefit or working condition which is not already covered in this Contract.

## ARTICLE XXIII

### DEDUCTIONS FROM SALARY

A. The City shall deduct from the salaries of its employees who are members of the Local, subject to this Agreement, the local dues. Such deductions shall be made in compliance with Chapter 310 of the public Laws of 1967, N.J.S.A. 52:14-15.9e, as amended. Such monies, together with records of any corrections, shall be transmitted to the Local office by the fifteenth of each month following the monthly pay period in which deductions were made.

B. The City shall deduct from the salaries of all permanent and provisional employees, subject to this Agreement, who are not Local members, a representation fee in lieu of dues for services rendered by the Local, in an amount equal to 85% of the Local's regular membership dues to the extent permitted by law; to the extent provided and limited pursuant to Chapter 310 of the Public Laws of 1967, N.J.S.A. 52:14-15.9e; and to the extent that any assessment is imposed upon its local membership, the Local may assess those non-Local members identified in this paragraph B to a maximum of 85% of any assessment; provided, however, that said assessment and the proceeds thereof shall be used solely and exclusively for legal costs and dues.

C. The deductions referenced in Sections A and B hereinabove, together with detailed records relating thereto, shall be transmitted to the Local office by the fifteenth day of each month following the monthly pay period in which said deductions were made.

D. The Local shall indemnify and hold harmless, including legal fees, the City from and on account of any and all claims by a City employee or any third party for the improper deduction of such dues or fees which improper deduction was not occasioned by negligence of the City.

E. If during the life of this Agreement there shall be any change in the rate of membership

dues, the Local shall furnish to the City written notice prior to the effective date of such change, and shall furnish to the City new authorization from its members showing the authorized deduction for each employee.

F. The Local will provide the necessary "check-off authorization" forms and deliver the signed forms to the City Treasurer. The Local shall indemnify, defend and shall save the City harmless against any and all claims, demands, suits or other form of liability that may arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the Local to the City.

## ARTICLE XXIV

### TERMS AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2009, and shall remain in effect to and including December 31, 2012, without any reopening date except as noted herein. This Agreement shall continue in full force and effort from year to year thereafter, unless one party or the other gives notice, in writing, at least one hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify, or terminate this Agreement.

ARTICLE XXV

ADDITIONAL COMPENSATION FOR FIRE INSPECTION

The Memorandum of Understanding, annexed hereto, as Appendix "B1" and "B2", shall be incorporated herein as if set forth at length.

APPENDIX "A"

**A. Salary Schedule**

1. Salaries for members inclusive of the \$1000.00 AED Stipend and the \$750.00 Stipends Provided for previously in Article XVII, Subsection H, shall be as follows for the term of the contract:

2. No employee shall suffer a loss in pay during any contract year as a result of this salary scale.

B. At the beginning of the calendar quarter following the anniversary date of an employee's permanent date of appointment, he shall move to the next step in his salary range.

C. The annual salary shall be divided by 2,184 hours to determine the hourly rate for computation of overtime, sick and vacation leave and sick time buy-back.

Name	2009 Wage	Jan 2010 Wage	July 1 <sup>st</sup> 2010 Wage	2011 Wage	2012 Wage
Nell, Michael Capt.	\$87,780	\$100,012	\$102,512	\$105,075	\$107,702
Gose, Mark Capt.	\$87,730	\$100,012	\$102,512	\$105,075	\$107,702
Speigel, Daniel Capt.	\$87,730	\$94,788	\$97,158	\$99,587	\$102,077
D'Amico, Chris Capt.	\$87,730	\$94,788	\$97,158	\$99,587	\$102,077
Genetek, Dale Capt.	\$87,730	\$100,012	\$102,512	\$105,075	\$107,702
Sacco, Aldo	\$77,167	\$83,473	\$85,559	\$87,698	\$89,891
Hanwood, Ronald	\$77,167	\$83,473	\$85,559	\$87,698	\$89,891
Nell, Greg	\$77,167	\$83,473	\$85,559	\$87,698	\$89,891
Allen, Mark	\$77,167	\$83,473	\$85,559	\$87,698	\$89,891
Cripps, William	\$77,167	\$78,975	\$80,949	\$82,973	\$85,047
Grauel, James	\$77,167	\$78,975	\$80,949	\$82,973	\$85,047
Vessels, Gerald	\$77,167	\$78,975	\$80,949	\$82,973	\$85,047
Trojano, Ernie III	\$77,167	\$78,975	\$80,949	\$82,973	\$85,047
Dunn, Daniel	\$77,167	\$78,975	\$80,949	\$82,973	\$85,047
Feltwell, Robert	\$77,167	\$78,975	\$80,949	\$82,973	\$85,047
Trojano, Ryan	\$38,267	\$47,489	\$48,677	\$54,619	\$60,828

Initials:             Date: 08/03/10

Comments:

**AGREEMENT AND MEMORANDUM  
OF UNDERSTANDING  
DATED May 12, 1999**

**BACKGROUND:**

The purpose of this Agreement and Memorandum of Understanding (referred to herein alternatively as the "Agreement") is to set forth the terms and conditions pursuant to which members of Wildwood F.M.B.A. Local #50, shall assume certain responsibilities and obligations relative to the performance of fire inspections for the City of Wildwood.

This Agreement and Memorandum of Understanding will detail various agreements and understandings between the parties, as designed herein, to induce the City of Wildwood to provide a license pay which shall be added as a component to base salary to members of F.M.B.A. Local #50, for the purposes of performing fire and mercantile license inspections as aforesaid.

The parties to this Agreement are, the members of F.M.B.A. Local #50 and the City of Wildwood, hereinafter referred to as, "F.M.B.A" and "WILDWOOD", respectively.

WHEREAS, WILDWOOD requires fire inspectors to perform fire inspection and mercantile license inspection services with regard to the buildings and structures located within the municipal borders:

NOW, THEREFORE, the parties agree as follows.

1. Salary Increase. Effective immediately upon the date of this Agreement, each member of F.M.B.A. who is a certified fire inspector on or before July 1, 1999 shall receive the sum of Twelve Hundred Dollars (\$1,200.00) for the year 1999, which monies shall be paid as a component of base salaries and utilized in calculating pension contribution. Said sum shall be paid bi-weekly. Each individual so designated shall receive the sum of Fifteen Hundred Dollars (\$1,500.00) per year which shall be paid as a component of base salary for the year 2000 and 2001. Said license fee, for each year, shall be utilized when calculating pension contributions.

2. Establishment of Fire Inspection Unit. WILDWOOD shall create an additional Fire Lieutenant position and shall promote the next qualified individual to said position. Said Lieutenant shall supervise the Fire Inspection Department, shall perform any and all duties necessary and incidental to the supervision of same, and shall assign fire inspection duties to all certified fire inspectors within the department as contemplated herein. Lieutenant shall receive standard Lieutenant's salary as per contract.

APPENDIX "B"

3. Inspection Duties. Each certified fire inspector who receives the payment set forth herein shall perform fire inspection duties as assigned by the Lieutenant supervising the Fire Inspection Department. Said inspection shall be performed by each certified inspector during the normal work shift. Said obligations include, but are not limited to, performing inspections, preparing inspection reports, issuing notices of violation, copying the appropriate city personnel with regard to the same,

pursuing summonses, if applicable, and appearing in court to testify with regard to the same, and further include performance of any and all other duties and obligations reasonably necessary to effectively carry out the fire inspection program. Additionally, all individuals receiving the payment contemplated herein shall conduct mercantile license inspections and verifications simultaneous with (je fire inspections described herein. In the event a violation is discovered a citation shall issue promptly and all appropriate municipal departments shall be notified.

4. Training and Expenses. WILD WOOD shall pay the necessary fees and expenses to train any individual members of F.M.B.A., who are not currently certified fire inspectors. Wildwood shall also pay any fees and expenses necessary to maintain such licenses excluding lodging and food. Training to be obtained in New Jersey, locally if possible. Such individuals must promptly take the appropriate training in order to obtain the designation necessary. In no event will any individual receive the additional payment set forth in Paragraph 1 of this agreement herein unless he or she obtains on or before July 1, 1999 and maintains the certifications set forth above and performs the duties set forth herein. Failure to obtain or maintain same shall result in a loss of the payment Contemplated herein to the individual(s) who does not comply.

5. Effect on Existing Contract. All parties agree that the contract which the F.M.B.A. previously negotiated with WILDWOOD expired on or about December 30, 1998. Both parties agree that all individuals hired by the F.M.B.A. in the future shall be pre-certified and licensed as fire inspectors. The parties further acknowledge that F.M.B.A. and WILDWOOD are currently engaging in contract negotiations with regard to the successor contract.

Nothing herein shall be deemed to impede, or supersede said contractual negotiations which [are ongoing. It is the intent of the parties that this Agreement and Memorandum of Understanding be referenced in the new contract.

6. Termination of Agreement. Either party may, upon ninety (90) days written notice to the other party herein, terminate this Agreement. In the event of such termination, the license payments referenced in Paragraph 1 of this agreement set forth herein will be prorated to the end of the ninety (90) day period and no further additional license payments referenced in Paragraph 1 will be paid in that regard. In the event that F.M.B.A. elects to terminate this Agreement, then notice must be served on the Municipal Clerk of the City of Wildwood. In the event that WILDWOOD wishes to terminate this Agreement, then notice must be served on Charles E. Schlager, Jr., Esquire of Loccke and Correia, P.A., 24 Salem Street, Hackensack, New Jersey 07601. Such notice shall be effective when received.

7. Entire Agreement. This Agreement and any exhibits, supplements or amendments thereto on or after the date hereof, shall constitute the entire agreement between the parties relating to said fire inspections and may not be modified, altered, amended or changed except by an instrument in writing duly and validly executed by the parties hereto.

8 Severability. The invalidity or unenforceability of any provision hereof shall in no way



affect the validity or enforceability of any other provision provided, however, that the subject under this Agreement is indivisible notwithstanding reference to several matters comprising the subject matter of this Agreement.

9. Miscellaneous.

A. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

B. All references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular numbers is intended to include the appropriate gender or number as the text of the within instrument may required.

C. The paragraph headings in the Agreement are for convenience only. Such headings form no part of this Agreement and shall not affect its interpretation,

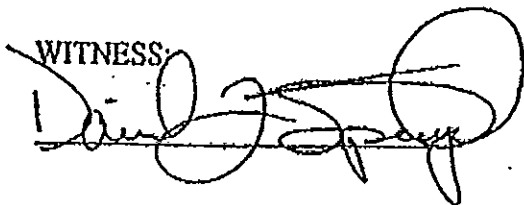
D. This Agreement shall not be modified or amended except pursuant to an instrument in writing signed by all the parties hereto.

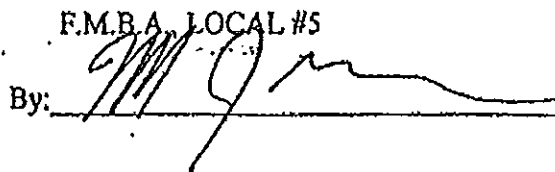
10. Construction. This Agreement was made and executed in the State of New Jersey and shall be governed by and construed according to the laws of the State of New Jersey.

11. Waiver: Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time.

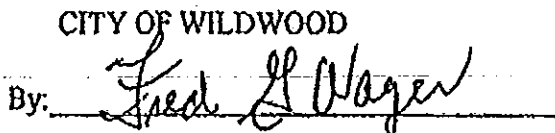
12. Good Faith Performance. The parties executing this Agreement of Memorandum and Understanding agree, in good faith, and with all due diligence, to do all things necessary to implement this Agreement and Memorandum of Understanding. The parties further agree that the good faith effort of each party will be required to implement these terms.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:  


F.M.B.A. LOCAL #5  
By: 



CITY OF WILDWOOD  
By: 

## MEMORANDUM OF AGREEMENT

This Agreement is reached between the City of Wildwood ("City") and Wildwood FMBA Local No. 50 FMBA"), as a resolution to PERC Docket Nos.: AR-2005-350, AR-2005-351, AR-2005-352. These matters shall be dismissed.

The terms of this Agreement are set forth below and said terms are to be effective upon the execution and adoption of this Memorandum and subsequently the Collective Bargaining Agreement.

These terms and conditions shall be incorporated into said contract and remain in effect in each successor collective agreement between the parties unless specifically modified or deleted through negotiations.

### Overtime

1. Overtime shall be computed as set forth in the collective bargaining agreement and/or pursuant to the parties' established practices.
2. Overtime shall be distributed equally, insofar as practicable, among the full-time firefighters who are eligible and able to perform work.
3. On January 1<sup>st</sup> of each calendar year, the Fire Administration shall maintain and post the list of current full-time firefighters pursuant to their years of service in the City of Wildwood Fire Department. With the most senior firefighter first and other firefighters in descending order.
4. Overtime opportunities, as determined solely by the Fire Administration, shall be first offered to all eligible full-time firefighters prior to offering the overtime to part-time or seasonal Firefighters. An "eligible" firefighter is a full-time firefighter who is not working the shift in which overtime is required, is not on sick or disability leave, or is not suspended. Firefighters on approved vacation or personal leave must notify the Department prior to their leave, of their desire to be contacted for overtime. Failure to do so will not cause the firefighter to be moved to the bottom of the list, but merely the loss of any overtime opportunity during the leave.
5. The Fire Chief and/or Captains shall determine the need for overtime. The Fire Chief and/or Captains or their designees shall make reasonable efforts to notify the most senior firefighter on the Overtime List of an overtime opportunity pursuant to the following procedure:
  - a. The Overtime List will rotate from most senior to least senior full-time Firefighter

APPENDIX "C"

- b. Once the most senior full-time firefighter accepts the overtime assignment, they move to the bottom of the Overtime List.
  - c. If a full-time firefighter is ineligible for overtime because they are currently working on the shift where overtime is needed or are on approved sick/disability leave, their position on the Overtime List will not change.
  - d. If a full-time firefighter refuses the overtime, they shall be placed on the bottom of the Overtime List, unless they can demonstrate that they are sick, in which case their position on the Overtime List will not be affected.
6. If no full-time firefighter accepts the overtime assignment, the Fire Administration will then be able to contact part-time or seasonal firefighters.
  7. If an emergency is determined by the Fire Administration or the Fire Administration establishes a need for a full-time firefighter, they may mandate eligible full-time firefighters to take the overtime assignment pursuant to reverse seniority.
2. The FMBA will withdraw PERC Docket Nos.: AR-2005-350, AR-2005-351, and AR-2005-352.
  3. The FMBA will forego any claim(s) of overtime potentially due and owing from this action.

By this agreement the parties state their intent and in witness whereof, the parties hereto have hereunto set their hands at the City of Wildwood, County of Cape May, State of New Jersey on this day of Nov 18 2005.

CITY OF WILDWOOD,

By: Fred Wagner

By: [Signature]

WILDWOOD FMBA LOCAL NO. 50,

By: Ron Howard

By this agreement the parties, City of Wildwood and Wildwood FMBA Local No. 50 state their intent and in witness whereof, hereto have set their hands at City of Wildwood, State of New Jersey on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF WILDWOOD,

By: Alexander J. Brannen  
Alexander J. Brannen, Commissioner

By: Chris Woods  
Chris Woods, City Clerk

WILDWOOD FMBA LOCAL NO. 50,

By: Christopher D. Amico  
Christopher D. Amico,  
FMBA CBA Representative