

*Contract no. 894*

*T*

**C O N T R A C T**

**Between**

**THE CITY OF NORTH WILDWOOD  
CAPE MAY COUNTY, NEW JERSEY**

**and**

**NORTH WILDWOOD'S LOCAL NO. 56  
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION  
OF NEW JERSEY**

---

**EFFECTIVE JANUARY 1, 1992 THROUGH DECEMBER 31, 1994**

---

**LAW OFFICES:**

**LOCCKE & CORREIA P.A.  
24 Salem Street  
Hackensack, New Jersey 07601**

**(201) 488-0880**

I N D E X

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble .....	1
I	Recognition .....	2
II	Management Rights .....	3
III	Maintenance of Standards, Highest Minimum ..	5
IV	Grievance Procedure .....	6
V	Local No. 56 Representation .....	10
VI	No-Strike Pledge .....	12
VII	Sick and Injury Leave .....	14
VIII	Work Schedule .....	18
IX	Exchange of Days .....	21
X	Vacation .....	22
XI	Holidays .....	24
XII	Insurance, Health and Welfare .....	26
XIII	Clothing Allowance .....	28
XIV	Funeral Leave .....	29
XV	Military Leave .....	30
XVI	Permission to Leave the City .....	31
XVII	Safety .....	32
XVIII	Salary Schedule .....	33
XIX	Longevity .....	34
XX	Probationary Period .....	35
XXI	Savings Bonds .....	36
XXII	Schooling and Miscellaneous .....	37
XXIII	Court Time .....	40
XXIV	Dues Check Off and Representation Fees .....	41
XXV	Discrimination .....	45
XXVI	Lay Off and Recall Procedures .....	46
XXVII	Civil Service Rules and Regulations .....	47
XXVIII	Notice of Vacancies .....	48
XXIX	Separability and Savings .....	49

XXX	Fully Bargained Provisions .....	50
XXXI	Departmental Investigations .....	51
XXXII	Ceremonial Activities .....	53
XXXIII	Personnel Files .....	54
XXXIII	Term and Renewal .....	55
	Schedule A - Wage Guide .....	56

**PREAMBLE**

THIS AGREEMENT made and entered into to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 1992, effective to the thirty-first day of December, 1994, by and between: **THE CITY OF NORTH WILDWOOD** (*hereinafter known and designated as the "City"*); and **LOCAL NO. 56 OF THE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION OF THE STATE OF NEW JERSEY** (*hereinafter known and designated as the "Local"*).

**INTRODUCTORY STATEMENT**

This Agreement is made to effectuate the policy of Chapter 303 of the 1968 Laws of New Jersey, R.S. Cum. Suppl. 34:13A-1, et seq. (*hereinafter Ch. 303*) and to formalize agreements reached through negotiations conducted in good faith between the City and the Local with respect to grievances and terms and conditions of employment.

**WITNESSETH:**

**WHEREAS**, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the Local to the end that continuous and efficient service will be rendered to any by both parties, for the benefit of both:

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

## ARTICLE I

### RECOGNITION

#### Section 1.

The City hereby recognizes the New Jersey State Firemen's Mutual Benevolent Association, Local No. 56, as the sole and exclusive representative of all full time Uniformed **Employees** who hold the title of **Fireman** in the North Wildwood Fire Department, including the Deputy Chief but excluding the **Chief** of the Fire Department, for the purpose of bargaining with respect to **rates of pay, wages, hours of work, and working conditions.**

Permanent Part-Time Employees shall not be covered **under the** collective bargaining agreement between the City of North Wildwood and FMBA Local No. 56 **unless** they are regularly scheduled to work more **than** fifty (50%) **percent** of the regular work schedule for full time uniformed **Firemen.** **The FMBA will** represent **Permanent Part-Time Employees** who work more than fifty (50%) **percent** of the regular work schedule for full time uniformed Firemen.

#### Section 2.

The title Fireman shall be defined to **include the plural as** well as the singular.

## 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 Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To execute management and administrative control of the City Government and its properties and facilities and the activities of its Employees.
2. To hire all Employees and subject to the provisions of law, to determine their qualifications and conditions for 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 judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms of this Agreement

hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE III

MAINTENANCE OF STANDARDS, HIGHEST MINIMUM STANDARDS

The City hereby agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions presently in effect for the Fireman covered herein shall be improved wherever specific provisions for improvement are made in this Agreement.



## ARTICLE IV

### GRIEVANCE PROCEDURE

#### Section 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 and to resolve grievances as soon as possible so as to assure efficiency and promote Employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

#### Section 2.

Nothing contained herein shall be construed as limiting the right of an Employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Local.

#### Section 3. - Definition:

The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of policies, agreements, statutes, rules, regulations and administrative decisions which affect the terms and conditions of employment of an Employee. Any grievance may be raised by an Employee or by the Local.

**Section 4. - Steps of the 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 any step is waived by mutual consent.

**STEP ONE**

A. An aggrieved Employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved Employee and the Chief of the Department or his designee, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

B. The Chief of the Department or his designee, shall render a decision within ten (10) days after receipt of the grievance.

**STEP TWO**

A. In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Local and signed by the aggrieved and filed with the City Administrator within five (5) days following the determination by the Chief of the Department.

B. The City Administrator, or his designee, shall render a decision in writing within five (5) days from the receipt of the grievance.

### STEP THREE

A. In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the City Administrator, or his designee, the matter may be submitted to the Director of Public Safety or his/her Safety Committee Designee.

B. The Director of Public Safety or his/her designee shall review the matter and make a decision within ten (10) days from the receipt of the grievance.

### STEP FOUR - ARBITRATION

A. If the grievance is not settled through Steps One, Two or Three, either party may refer the matter to the Public Employment Relations Commission, within ten (10) days after the determination by the Director of Public Safety. An Arbitrator shall be selected pursuant to the Rules and Regulations of the Public Employment Relations Commission.

B. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Director of Public Safety. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be canceled and the matter withdrawn from

arbitration. The Local shall pay whatever costs may have been incurred in processing their case to arbitration.

C. The Arbitrator shall be bound by the provisions of the Agreement and restricted to application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding to both parties.

D. The cost for the services rendered by the Arbitrator shall be borne equally between the City and the Local. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

## ARTICLE V

### LOCAL NO. 56 REPRESENTATION

#### Section 1.

The City agrees to grant time off with pay to two (2) members designated by the Local to attend State FMBA meetings or conventions, not to exceed three (3) days, provided seventy-two (72) hours written notice is given to the Chief of the Department by the Local. Exception may be made to this notice requirement in case of an emergency. However in all circumstances the statutory provisions of NJSA 40A:14-177 shall apply.

#### Section 2.

Accredited representatives of Local No. 56 may enter the City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting an adjustment of grievances. When the Local decides to have its representatives enter the City facilities or premises, it will request such permission from the appropriate City representatives and such permission shall not be unreasonably withheld, provided there should be no interference with the normal operation of business of City Government or normal duties of Employees.

#### Section 3.

One Local representative and one assistant Local representative may be appointed to represent the Local in grievances with the City.

**Section 4.**

During collective negotiations, authorized Local representatives, not to exceed two (2), shall be excused from their normal work duties to participate in collective negotiation sessions that are reasonable and necessary and shall suffer no loss in regular pay.

**Section 5.**

The Local shall have the use of two (2) bulletin boards which shall be provided by the City. These bulletin boards may be utilized by the Local for the purpose of posting the Local's announcements and for other information of a non-controversial nature. The City may remove from the bulletin board any material which does not conform to the provisions hereof.

**Section 3.**

The Local shall actively discourage and will take whatever affirmative steps that are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operation of the Fire Department.

**Section 4.**

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

## ARTICLE VII

### SICK AND INJURY LEAVE

#### Section 1.

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

#### Section 2.

Sick leave may be used by Firefighters when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized for short periods because of death in the Employee's immediate family as defined in Civil Service regulations.

If a Firefighter is injured or incapacitate in the line of duty and is unable to work because of an injury or incapacitation he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by the Firefighter's own physician up to a maximum period of one (1) year. Such payments shall be discontinued when an Employee or Firefighter is placed on disability leave or pension.

**Amount of Sick Leave:** The minimum sick leave with pay shall accrue to full-time Firefighters on the basis of twelve (12) tours of duty per year. Part-time permanent Firefighters shall be entitled to sick leave as established by regulation. Any amount of sick leave not used by the Firefighter in any calendar year shall accumulate



to the Firefighter's credit from year to year to be used if and when needed for such purpose.

### **Section 3.**

Firefighters shall be reimbursed to one-half ( $\frac{1}{2}$ ) of the total accumulated sick leave, not to exceed Fifteen Thousand (\$15,000.00) Dollars and shall be paid to Firefighter upon retirement.

### **Section 4.**

**Reporting Off Sick:** If a Firefighter is absent for reasons that entitle him to sick leave, his superior shall be notified prior to the Firefighter's starting time.

### **Section 5.**

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

### **Section 6.**

Absence without notice for four (4) consecutive tours of duty shall constitute a resignation.

**Section 7.**

**Verification of Sick Leave:** A Firefighter who is absent from duty for four (4) consecutive tours of duty shall be required to submit acceptable medical evidence substantiating the illness. The City may require proof of illness of a Firefighter on sick leave, however, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

**Section 8.**

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

**Section 9.**

In case of death in the immediate family, reasonable proof shall be required.

**Section 10.**

The City may require a Firefighter who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the City, by the physician of the Firefighter's choice. Such examination shall establish whether the Firefighter is capable of performing his normal duties and that his return will not jeopardize other Firefighters.

**Section 11.**

Firefighters anticipating retirement shall notify the City at least six (6) months prior to January 1 of fiscal year during which they intend to retire.

**ARTICLE VIII**  
**WORK SCHEDULE**

**Section 1.**

For the purpose of this Agreement, the Firemen's work schedule shall be as follows:

A. The tour of duty shall either be a ten (10) hour work day or a fourteen (14) hour work night.

B. The normal work week shall consist of forty-eight (48) hours in a seven (7) day period with Firefighters scheduled to work for two (2) ten (10) hour tours of duty and two (2) fourteen (14) hour tours of duty during each seven (7) day period.

**Section 2.**

**Overtime:** If a Firefighter or Officer is required to work longer than his regular ten (10) hour tour or his fourteen (14) hour tour, he shall be entitled to his regular rate of pay. If a Firefighter is required to work longer than forty-eight (48) hours in a seven (7) day work week, he shall be entitled to overtime pay at time and one-half (1½) his regular rate.

### Section 3.

In construing overtime, fifteen (15) minutes to one (1) hour overtime shall constitute one (1) full hour of overtime. Anything less than fifteen (15) minutes shall not constitute overtime.

### Section 4.

If a Firefighter is called back to duty on his day off or during his off-duty hours, he shall be paid for all hours worked at time and one-half (1½) his regular rate of pay and shall be guaranteed a minimum of three (3) hours at his regular rate of pay.

When a Firefighter is responding to general alarm fires while off-duty and the incident is less than fifteen (15) minutes no compensation of overtime will be received. Time and one-half (1½) will be received after fifteen (15) minutes. After the first hour the Firefighter will be paid minute for minute for time worked at the overtime rate. In all cases of response insurance and pension coverage will remain in effect in case of an accident in the scope of the response.

### Section 5.

**Stand By:** If a Firefighter is required to stand at his residence or any other place, he shall be compensated for such stand-by time by payment of three (3) hours pay at his regular rate of pay.

**Section 6.**

Overtime pay shall be received in the appropriate pay period.

**Section 7.**

Paid Firefighters will not be shifted from one tour of duty to another to enable temporary Firefighters to work the paid Firefighter's shift because of illness, vacation or other reasons.

## ARTICLE IX

### EXCHANGE OF DAYS

The Chief of the Department, or his designee, may grant the request of any permanent member of the Department to exchange hours, duties or days off. Such request, if granted, shall be on a uniform basis with standard rules and regulations established by the Chief and applying to all permanent members of the Department who make such a request.

**ARTICLE X**

**VACATION**

**Section 1.**

Annual vacations shall be granted as follows:

Up to the End of the First (1st) Calendar Year .....	One Tour of Duty For Each Month Worked
2nd to 4th Year .....	14 Tours of Duty
5th to 9th Year .....	19 Tours of Duty
10th to 14th Year .....	24 Tours of Duty
15th to 19th Year .....	29 Tours of Duty
20th Year to Retirement .....	34 Tours of Duty

**Section 2.**

For new Employees hired after March 21, 1988, the following vacation

schedule shall be in effect:

Up to the End of the First (1st) Calendar Year .....	Two Tours of Duty For Each 3 Months Worked
2nd to 4th Year .....	12 Tours of Duty
5th to 9th Year .....	16 Tours of Duty
10th to 14th Year .....	20 Tours of Duty
15th to 19th Year .....	24 Tours of Duty
20th Year to Retirement .....	28 Tours of Duty



**Section 3.**

Vacations shall be chose by seniority. Vacations which encompass the Christmas Holiday shall be rotated according to seniority. A Firefighter shall not be recalled while on vacation, except in the case of an emergency.

**Section 4.**

Emergency, as noted in **Section 3** above, shall be defined as an event which requires full mobilization of all members of the Fire Department.

**Section 5.**

Vacation time shall be computed from the permanent date of hire.

**Section 6.**

Vacations shall be taken in full weeks, that is, four (4) consecutive scheduled tours of duty.

**Section 7.**

Vacations may be carried over with accumulation of two (2) years.

## ARTICLE XI

### HOLIDAYS

#### Section 1.

An Employee who works on an established holiday shall receive an additional tour of duty's pay for the day worked. For the purpose of this Agreement, the following shall be considered the established holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving
Good Friday	Christmas Day
Easter Day	
Memorial Day (May 30th)	
July 4th	
General Election Day	
Labor Day	

Firefighters not scheduled to work on any of the above holidays shall nevertheless receive an additional tour of duty's pay for the holiday. Such tour shall be based upon a twelve (12) hour day. Payment shall therefore be twelve (12) hours at straight time.

Firefighters may request to receive a compensation day off for up to a maximum of three (3) of the above holidays in place of holiday pay. In addition to the above-mentioned holidays, whenever any other City Employees are granted a day off in observance of a Federal, State or Local Holiday, in excess of fifteen (15), the

Firefighters herein shall be entitled to be paid for an additional day at their regular rates of pay.

**Section 2.**

In addition to the above holiday, Firefighters shall receive three (3) personal days off each year. Personal leave shall be provided on a calendar year basis effective January 1, 1993. No employee shall suffer any loss of accrued days as a result of the prior system of calculation which existed before January 1, 1993. Such days shall be preserved.

**Section 3.**

In the event of the demise of a Firefighter, all overtime, compensatory time and vacation days shall be converted into cash, using the regular rate of pay and paid to the beneficiary and/or the estate of the deceased.

**Note:** Firefighters may receive additional holidays off in addition to the three (3) if part-time personnel is available to cover. No time and one-half (1½) time will be paid to regular full-time Employees to cover these additional holidays.

## ARTICLE XII

### INSURANCE, HEALTH AND WELFARE

#### Section 1.

The City shall provide the following medical and insurance coverage:

- A. Blue Cross and Blue Shield of N.J. URC (*365 Expanded*), Rider J, Major Medical.
- B. Blue Cross and Blue Shield of N.J. Complete Dental Package.
- C. Prescription Plan [*Two (\$2.00) Dollars deductible*].

The City shall have the right to change insurance carriers or coverage so long as substantially similar benefits are provided.

#### Section 2.

The City shall provide insurance coverage on Employees in their personal vehicles when said vehicles are used on recalls or when used otherwise in the scope of employment.

#### Section 3.

The City shall supply to all Employees necessary legal advice and counsel in the defense of charges filed against them in performance of their duty in

accordance with applicable New Jersey Statutes. The selection of an attorney may be made by the Employee.

**Section 4.**

The City, upon the Firefighter's retirement and completion of a twenty-five (25) year minimum period, will, for a period of two (2) years, maintain coverage of the Firefighter's health plan in effect at the time of retirement.

## ARTICLE XIII

### CLOTHING ALLOWANCE

#### Section 1.

The City shall continue to furnish an initial issue of new uniforms and turnout gear to all new Firefighters.

#### Section 2.

The City shall provide an annual clothing allowance of Three Hundred Fifty (\$350.00) Dollars for the maintenance and replacement of uniforms and turnout gear. Such sum is not paid directly to the Firefighters, but is available upon presentation of receipts or bills from an approved supplier. Effective January 1, 1994 the annual clothing allowance shall be Four Hundred (\$400.00) Dollars.

#### Section 3.

The City shall replace all uniforms and equipment damaged in the line of duty.

#### Section 4.

Personal items damaged or destroyed in the line of duty shall be replaced by the City provided reasonable costs therefor are agreed to mutually.

## ARTICLE XIV

### FUNERAL LEAVE

#### Section 1.

Firefighters shall be granted time off with pay for the following: Death in the immediate family, from the date of death to and including the date of the funeral.

#### Section 2.

Immediate family shall consist of wife, child, stepchild, mother, father, brother, sister, stepmother, stepfather, grandparents, mother-in-law and father-in-law.

#### Section 3.

The maximum time off for any one occurrence shall be four (4) days. This time shall not be deducted from any other benefits.

#### Section 4.

Firefighters shall be granted time off with pay, for the day of the funeral only, in the case of death of brother-in-law and sister-in-law.

## ARTICLE XV

### MILITARY LEAVE

#### Section 1.

Any Firefighter called into the armed forces of the United States during a national emergency or drafted shall be given all the protection of applicable laws and leave of absence shall be granted.

#### Section 2.

Firefighters who are subject to mandatory pre-existing reserve requirements (*annual active duty training*) of the United States Armed Forces, shall be given time off for such obligations in accordance with present practices.



**ARTICLE XVI**

**PERMISSION TO LEAVE THE CITY**

The Employee may leave the City during time off without receiving permission unless instructed otherwise during any specific emergency situation.

## ARTICLE XVII

### SAFETY

#### Section 1.

The City shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state, and local laws.

#### Section 2.

A Safety Committee composed of two (2) representatives each from the City and the Local shall be created which shall meet quarterly for the purpose of discussing safety conditions and making recommendations for their improvement when appropriate.

**ARTICLE XVIII**  
**SALARY SCHEDULE**

**Section 1.**

Base wages for Employees shall be as set forth in **Schedule A**.

This Agreement shall include a salary step movement guide as part of **Schedule A**. All future hirees shall start at **Step 1** and: (a) if hired before July 1st shall move on the next January 1st and each January 1st thereafter; (b) if hired after July 1st shall move on the second January 1st and each January 1st thereafter.

**Section 2.**

Retroactive money that is due the Firefighters under this Contract shall be paid as quickly after the Contract is signed as is practical. In no event shall this be later than forty-five (45) days after ratification by both parties.

## ARTICLE XIX

### LONGEVITY

In addition to salary, Employees shall receive longevity pay to be computed at two (2%) percent of Employee's base pay for every four (4) years of service. Longevity pay shall be computed from the original date of employment. Payment shall be made at the first pay period in December.

ARTICLE XX

PROBATIONARY PERIOD

New Employees shall serve a Probationary Period of one (1) year. During said Probationary Period, they shall be paid as if they were qualified first year Firefighters. For purposes of seniority and longevity, the original date of hire should be used.

**ARTICLE XXI**

**SAVINGS BONDS**

Upon written authorization, the City shall deduct appropriate amounts specified by the Firefighter from his paycheck to be used in purchasing savings bonds for said Firefighter.

## ARTICLE XXII

### SCHOOLING AND MISCELLANEOUS

#### Section 1.

The City shall pay for full tuition including all books and credits for job related courses when authorized in advance and approved by the Fire Chief and the Public Safety Director.

#### Section 2.

In addition to his salary, each Employee shall receive an additional Twenty-Five (\$25.00) Dollars per year for each Firefighter related college credit acquired up to a maximum of Seven Hundred Fifty (\$750.00) Dollars per year. No credits earned through any correspondence courses or in basic training qualify for payment under this Section.

#### Section 3.

All courses to be submitted for prior approval by an Employee must be turned in prior to January 15th and July 15th of each year for payment of said credits.

**Section 4.**

Employees shall submit a copy of an official transcript from their respective colleges to the City in order to take advantage of this **Article**.

**Section 5.**

All Employees who are required by the Fire Chief to attend training courses on their own time shall receive compensation at their regular rate of pay.

**Section 6.**

In the event an Employee is not able to use a City vehicle to attend a job related school, he shall be compensated at the rate of Eighteen (\$ .18) Cents per mile and tolls.

**Section 7.**

Payment of the increment for college credits shall be made in the first pay period in November.

**Section 8.**

All Firefighters shall always appear neat but may wear sideburns and a mustache, so long as they are kept neat and trimmed.



**Section 9.**

All new Firefighters being hired will attend an acceptable drill and training school within their probationary period, and the Chief will set up a schedule for him to attend that school. The training shall occur while the men are on duty and they shall receive their regular salary.

**Section 10.**

When a Firefighter attends school at the direction of the City, the Firefighter shall be reimbursed for all reasonable meals and lodging expenses.

**Section 11.**

During a time period when a volunteer Officer assumes temporary paid Firefighter status, decisions at the Fire House shall be made by the full time Firefighter on duty.

**ARTICLE XXIII**

**COURT TIME**

Should it become necessary for any member of the Paid Fire Department to spend time in court on off-duty hours, he shall receive overtime pay for time spent there at his regular rate of pay.

## ARTICLE XXIV

### DUES CHECK OFF AND REPRESENTATION FEES

#### Section 1.

The City agrees to check off Local dues and assessments uniformly arrived at and pay over such money to the duly elected treasurer of the Employees in monthly installments. Employees will file authorization forms with the City, signed by each Employee prior to such deduction.

#### Section 2.

The City agrees to check off a representation fee, in lieu of dues, in accordance with procedures set forth in Section 3 of this Article, to be assessed against Employees who are not members of the Local, in an amount equal to eighty-five (85%) percent of the dues payable by members and to pay over such money to the duly elected treasurer of the Local in monthly installments.

#### Section 3. REPRESENTATION FEE PROCEDURES

##### A. Purpose of Fee:

1. If an Employee covered by this contract does not become a member of the Local during any membership year (*i.e., from January 1 to the following December 31*) which is covered in whole or in part by this contract, said Employee will be required to pay a representation fee to the Local for that membership year. The

purpose of this fee will be to offset the Employee's per capita cost of services rendered by the Local as majority representative.

**B. Amount of Fee:**

1. Prior to the beginning of each membership year, the Local will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Local to its own members for the membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount, plus eighty-five (85%) percent of any special assessments relating to contract administration or contract negotiations concerns.

**C. Deduction and Transmission of Fee:**

**1. Notification**

Once during each membership year covered in whole or in part by this contract, the Local will submit to the City a list of those Employees who have not become members of the Local for the then current membership year. The City will deduct from the salaries of such Employees, in accordance with **Paragraph 2** below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Local.

**2. Payroll Deductions Schedule**

The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Employee on the aforesaid list during the remainder of the membership year in question and until such time as a new contract is executed. The deduction will begin with the first paycheck paid:

- (a) Ten (10) days after receipt of the aforesaid list by the City; or
- (b) Twenty (20) days after the Employee begins his or her employment in a bargaining unit position, unless the Employee previously served in a bargaining unit position or was on layoff, in which event the deduction will begin with the first paycheck paid ten (10) days after resumption of the employment in a bargaining unit position, whichever is later.

**3. Termination of Employment**

If an Employee who is required to pay a representation fee terminates his or her employment with the City before the Local has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question.

**4. Mechanics**

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Local will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Local.

**5. Changes**

The Local will notify the City in writing of any changes in the list provided in Paragraph 1 above and/or the amount of the representation fee,

and such changes will be reflected in any deductions made more than ten (10) days after the City received said notice.

**6. New Employees**

On or about the last day of each month, beginning with the month this contract becomes effective, the City will submit to the Local, a list of all Employees who began their employment in a bargaining unit position during the preceding thirty (30) days period. The list will include names, job titles and dates of employment for all such Employees.

**D. Demand and Return System:**

1. The Local agrees to establish and maintain a "demand and return" system whereby Employees who are required to pay the representative fee in lieu of dues may demand the return of the "pro rata share," if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended.

**Section 4.**

The Local shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, any action taken in making deductions and remitting the same to the Union pursuant to this Article.

## ARTICLE XXV

### DISCRIMINATION

The City and the Local both recognize that there shall be no discrimination by reason of sex, creed, racial origin, or age as far as employment is concerning or as far as any opportunities for improvement of jobs or as a condition of employment. The City further agrees it will not interfere with nor discriminate against any Employee because of membership in, or legitimate activity on behalf of the Local, nor will the City encourage membership in any other Local or union or do anything to interfere with the exclusive representation of the Local of the appropriate bargaining unit.

ARTICLE XXVI

LAY OFF AND RECALL PROCEDURES

Section 1.

When it is necessary to lay off Employees, the Local shall be notified at once.



ARTICLE XXVII

CIVIL SERVICE RULES AND REGULATIONS

Section 1.

The administration and procedural provisions and control of the Department of Personnel Rules and Regulations promulgated thereunder are to be observed in the administration of this contract.

**ARTICLE XXVIII**

**NOTICE OF VACANCIES**

**Section 1.**

Notice of all vacancies and newly created positions in the Fire Department shall be posted and a written notice shall also be given immediately to the President of the Local. Such notice shall conform to the Department of Personnel Rules and Regulations.

## ARTICLE XXIX

### SEPARABILITY AND SAVINGS

#### Section 1.

The City and the Local recognize the applicability of any present or future Executive Order or legislation dealing with economic controls on wages, prices, salaries, etc.. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event any or all salary increases or adjustments or other economic changes cannot be legally made effective, such increases shall be omitted or proportionately adjusted according to law.

#### Section 2.

If any provision of this Agreement or any application of the Agreement to any Firefighter or group of Firefighters is held invalid by operation of law or by Court order or other tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall remain in full force and effect.

**ARTICLE XXX**  
**FULLY BARGAINED PROVISIONS**

**Section 1.**

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 terms of this Agreement, neither party will be required to negotiate with respect to any such matters, 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.

**Section 2.**

Any changes or modifications of existing benefits shall be negotiated by the City and the Local before they are established.

**Section 3.**

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. The Public Employment Relations Act shall be controlling.

## ARTICLE XXXI

### DEPARTMENTAL INVESTIGATIONS

In an effort to insure that Departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Fire Chief. Usually it will be at Fire Department Headquarters or the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member(s) of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.

7. In cases other than Departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.

**ARTICLE XXXII**

**CEREMONIAL ACTIVITIES**

In the event a Fire Officer in another Department in the State of New Jersey is killed in the line of duty, the City will permit at least one (1) uniformed Fire Officer of the City to participate in funeral services for the said deceased Fireman.

Fire Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service.

## ARTICLE XXXIII

### PERSONNEL FILES

A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Fire Chief and may be used for evaluation purposes by the Fire Chief, Mayor and/or Governing Body.

Upon advance notice and at reasonable times, any member of the Fire Department may at any time review his personnel file. However, this appointment for review must be made through the Fire Chief or his designated representative.

Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the Fire Department shall subject that member to appropriate disciplinary action.



SCHEDULE A

WAGE GUIDE

	<u>Eff.</u> <u>1/1/92</u>	<u>Eff.</u> <u>7/1/92</u>	<u>Eff.</u> <u>1/1/93</u>	<u>Eff.</u> <u>7/1/93</u>	<u>Eff.</u> <u>1/1/94</u>	<u>Eff.</u> <u>7/1/94</u>
<i>DEPUTY CHIEF</i>	\$35,535	\$36,601	\$37,608	\$38,642	\$39,704	\$40,796
<i>STEP 6</i>	33,990	35,010	35,972	36,962	37,978	39,023
<i>STEP 5</i>	31,415	32,357	33,247	34,162	35,101	36,066
<i>STEP 4</i>	28,325	29,175	29,977	30,801	31,648	32,519
<i>STEP 3</i>	25,750	26,523	27,252	28,001	28,771	29,562
<i>STEP 2</i>	23,175	23,870	24,527	25,201	25,894	26,606
<i>STEP 1</i>	20,600	21,218	21,801	22,401	23,017	23,650

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at North Wildwood, New Jersey on this

18th day of December, 1992.

NORTH WILDWOOD LOCAL NO. 56  
FIREMEN'S MUTUAL BENEVOLENT ASSOC.  
OF NEW JERSEY

CITY OF NORTH WILDWOOD  
CAPE MAY COUNTY, NEW JERSEY

BY:

Chairman, Negotiating Committee

BY:

Mayor, City of North Wildwood  
and Director of Public Safety

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_