

AGREEMENT

between the

CITY OF WILDWOOD, CAPE MAY COUNTY

and

WILDWOOD LOCAL NO. 50

FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION

OF

NEW JERSEY

JANUARY 1, 2013 THROUGH DECEMBER 31, 2017

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PREAMBLE

This Agreement, entered into this 27<sup>th</sup> day of September, 2014, 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 bargainable 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 forth 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 judgment 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 law, or regulation.
- 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 ten (10) calendar 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 ten

(10) assigned calendar days shall be deemed to constitute an abandonment of the grievance.

- b. The chief shall render a decision within ten (10) calendar days after receipt of the grievance.

STEP TWO:

- a. 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 ten (10) calendar days following the determination of the Fire Chief. The City's Business Administrator shall render a decision in writing within ten (10) calendar 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 ten (10) calendar days following the determination of the Administrator.
- b. The Commissioner of Public Safety shall render a decision in writing within ten (10) calendar 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) calendar 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 more than one (1) step in the grievance procedure. In the event that the same individual holds 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 shall be defined as that term is defined in the New Jersey Administrative Code and seniority shall be determined in accordance with Civil Service Commissioner guidelines. However, seniority within the Wildwood Fire Department shall be determined by rank, with a higher rank taking precedence over a lower rank, and within rank, seniority determined by the date an employee was promoted to the rank in question.

## 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, two (2) authorized representatives, 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. Additional representatives may participate, as agreed upon by all those involved in the negotiation session.
- D. The delegate and president, or his designee, shall be permitted to attend all state meetings and conventions without loss or time or pay. The fire chief shall be notified two (2) weeks prior to any such event.

## ARTICLE VI

### HOLIDAYS

- A. When City Hall is closed for a City declared emergency, fire fighters on shift who worked the shift during the hours City Hall would have been open, (8:30 A.M. to 4:30 P.M.) absence the emergency, shall receive 1 compensation day, which day must be used by the end of the calendar year.

ARTICLE VII

VACATIONS

A. 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.

## 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. Upon the effective date of this contract, all employees covered under this agreement shall make contributions for health insurance consistent with that which is required by P.L. 2010, Chapter 2 and P.L. 2011, Chapter 78. In the event Chapter 78 expires, is amended or is repealed, during the term of this Contract, there parties hereby agree the herein provision may be negotiated at that time, without having any effect on the balance of the contract, which shall remain in full force and effect.
- 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 copayments shall be established by the City.
  3. The City will continue to provide a 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. 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.
- E. Employees entitled to retire with health care benefits provided by membership in the State Health Benefits Plan, *via* the City, shall be those employees who have: 1) 25 years of service with the Wildwood Fire Department as regular, full-time firefighters; 2) 25 years of service with the City of Wildwood, of which at least 15 years are with the Wildwood Fire Department as regular, full-time firefighters; and/or 3) Employees employed as full-time firefighters for the City of Wildwood as of the date of approval and adoption of the herein Contract by the City of Wildwood who have retired after 25 years or more of service credit in a State or locally administered retirement system and with a period of service of 15 years or more in the aggregate with the City of Wildwood Fire Department at the time of retirement. Employees retiring on or after January 1, 2015, shall be required to pay, *via* a procedure to be determined by the City, Five Percent (5%) of their total annual pension wage and paid to the City for health insurance contribution, not to exceed 50% of the premium. 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. Eligible employees retiring after the effective date of this contract, but before January 1, 2015, shall be required to pay 1.5% of their total annual pension wage for their health insurance contribution.

## 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 attending to an immediate family member 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 sick time or uses donated sick time, donations will be pooled by "day," regardless of the hours per day or money value per day for either donor or donee.
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 one hundred eighty (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.

C. Reporting of Absence on Sick Leave

1. 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

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical 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 be reimbursed 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 and grandchild.
3. In the case of the death of a grandparent, grandparent-in-law, 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 workers' compensation benefits 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 its 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. 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

STAFFING & SALARIES

The structure of the Department shall be, a Chief, a Deputy Chief, four (4) Captains and thirteen (13) firefighters.

See Appendix "A" for Wage Scale for Captains and firefighters.

## ARTICLE XI

### 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 schools 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 are advisory only.
- E. If approved by the City in its 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 Dollars (\$17000) for Master's Degree; One Thousand Four Hundred Dollars (\$1,400.00) for Bachelor's Degree; and, Eight Hundred (\$800.00) for Associate's Degree.
- 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 XII

### 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 light blue, 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 Dollars (\$600.00) per year. For these purposes, the year shall commence July 1, and terminate June 30 of the following year. 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 scan-able 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. 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 Dollars (\$30.00) with regard to said watch.

## ARTICLE XIII

### UNSAFE VEHICLES

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

ARTICLE XIV

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 XV

BULLETIN BOARD

One bulletin board shall be made available by the City in the Fire Department. This bulletin board may be utilized by the 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 XVI

### 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 firefighters 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 ten (10) calendar 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 base 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, as of January 1, 2015, all firefighters shall have and maintain, as a condition of employment, certification as an EMT-B. 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.

- 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 than one-half (1/2) hour, then payment will be made for at least one-half (1/2) hour. If any incident is longer than 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 a 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. I. There shall be an annual stipend in the amount of One Thousand Dollars (\$1,000.00) paid to a firefighter who assumes the duties of an officer in charge on occasions when a Captain is off. Said Stipend is 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) days.
  - 2. In the event that a firefighter assumes this position for longer than thirty (30) 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) 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 XVII

### 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. 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 15th 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 (40) 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 XVIII

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.
  2. 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 XIX

NON-DISCRIMINATION

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

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 or 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 XXI

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargain-able 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 pre-existing benefit or working condition which is not already covered in this Contract.

## ARTICLE XXII

### 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 Eighty Five Percent (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 Eighty Five Percent (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 XXIII

TERMS AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2013, and shall remain in effect to and including December 31, 2017, without any reopening date except as noted herein. This Agreement shall continue in full force and effect 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 the a desire to change, modify or terminate this Agreement.

## ARTICLE XXIV

### OVERTIME AND COMPENSATORY TIME

Overtime compensatory time shall be offered and awarded in accordance with the following:

- A. Overtime. Overtime shall be distributed equally, insofar as practicable, among the full-time members who are eligible and able to perform, being offered in accordance with a list of all employees, in order of seniority,
- B. An overtime list shall be maintained and post the list of current full-time employees.
- C. Overtime opportunities shall be first offered to all eligible full-time employees prior to offering the overtime to part-time employees.
- D. The overtime list will be a rotation of names from the most senior employee to the least senior employee, on a continual rotation.
- E. Once an employee accepts or declines an overtime assignment he would stay in position on the list and not be offered an assignment again until a full rotation of the list. Failure to respond back to a call for overtime within fifteen (15) minutes shall constitute declining the assignment.
- F. Being ineligible for an overtime assignment because an employee is working on the shift where overtime is needed or is out on approved sick/disability leave, does not constitute declining the assignment such that that employee remains eligible to be called and offered the next overtime assignment for which he is eligible.
- G. If an emergency situation arises, as determined by the Fire Administration, and time does not allow for making request through the rotating list, full-time firefighters may be required to take an overtime assignment as directed by the Fire Chief. However, such emergency overtime assignments may last only so long as necessary before making requests through the rotating list. Service in an emergency overtime assignment shall not affect eligibility for being offered overtime from the rotating list.

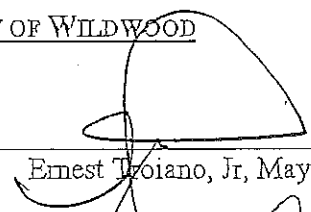
## ARTICLE XXV

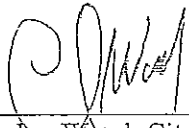
### FIRE PREVENTION BUREAU

There shall be a Fire Prevention Bureau established within the City of Wildwood Fire Department which shall be responsible for enforcing the New Jersey Uniform Fire Safety Act. The Fire Prevention Bureau will be supervised by the firefighter who is a licensed fire official assigned to that office. The Fire Prevention Bureau will also have one (1) full-time firefighter detailed/assigned to that office who will assist in the enforcement of the New Jersey Uniform Fire Safety Act. Firefighters, other than the Chief or Deputy Chief, assigned to the Fire Prevention Bureau shall be entitled an increase in salary of \$5000.00 added to their base salary for the duration of that assignment.

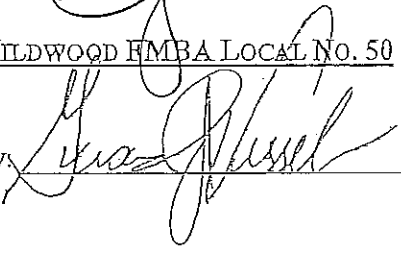
By this agreement the parties, City of Wildwood and Wildwood FMBA Local No. 50 state their intent and in witness whereof, hereto have set their hands at City of Wildwood, State of New Jersey on this 27<sup>th</sup> day of September, 2014


CITY OF WILDWOOD

By:   
Ernest Troiano, Jr, Mayor

By:   
Christopher Wood, City Clerk

WILDWOOD FMBA LOCAL NO. 50

By:   
Lisa Russell

By:   
[Unreadable Name]