

Contract no. 565

City

AGREEMENT  
between the  
CITY OF WILDWOOD, CAPE MAY COUNTY, NEW JERSEY  
and  
WILDWOOD LOCAL NO. 50  
FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION  
OF  
NEW JERSEY

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JANUARY 1, 1991 THROUGH DECEMBER 31, 1993

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PREAMBLE

The Agreement, entered into this 21 day of JUNE, 1991, 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

The City hereby recognizes the Local as the exclusive collective negotiations 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 Laws 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 and, 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 national, 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 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. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss that matter informally with any member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Local.

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.

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) assigned 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 Captain for the purpose of resolving the matter informally. Failure to act within the said five (5) assigned working days shall be deemed to constitute an abandonment of the grievance.

- (b) The Captain shall render a decision within five (5) working 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 signed, file as their complaint with the Department Head (or Head of the Municipal Fire Division) within five (5) working days following the determination of the supervisor.
- (b) The Department Head, or Head of the Municipal Fire Division, shall render a decision in writing within five (5) working days from the receipt of the complaint.

STEP THREE:

- (a) In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the Department Head, the matter may be referred to the City Business Administrator.
- (b) The City Business Administrator shall review the matter and render a decision within ten (10) working days from the receipt of the 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 Employment Relations Commission within ten (10) working days after the determination of the City Business Administrator. An arbitrator shall be selected pursuant to the Rules and Regulations of the New Jersey State Board of Mediation.
  - (b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the City Business Administrator.
  - (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.



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, which is defined as continuous employment with the City from the date of last hire, will be given due consideration by the City in accordance with Civil Service Regulations.

ARTICLE V  
LOCAL REPRESENTATIVES

Accredited representatives of the local may enter the City facilities or premises at reasonable hours for the purpose 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 City Business Administrator and such permission will not be unreasonably

withheld, provided there should be no interference with the normal operations of the business of City government nor meetings held on City time or property.

- B. One (1) designated representative may be appointed to represent the Local in grievances with the City.
  
- 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.

## ARTICLE VI

### HOLIDAYS

- A. The following holidays shall be recognized for permanent full time (twelve month) employees:

- |                                  |                                |
|----------------------------------|--------------------------------|
| 1. New Year's Day                | 9. Independence Day            |
| 2. Martin Luther King's Birthday | 10. Labor Day                  |
| 3. Lincoln's Birthday            | 11. Columbus Day               |
| 4. Washington's Birthday         | 12. Veteran's Day              |
| 5. Good Friday                   | 13. General Election Day       |
| 6. Easter                        | 14. Thanksgiving Day           |
| 7. Memorial Day                  | 15. Day After Thanksgiving Day |
| 8. Primary Election Day          | 16. Christmas                  |

- B. Employees shall be granted a holiday whenever same is declared by Proclamation of the President of the United States or the Governor of the State of New Jersey.
- C. Holidays shall not count as work days for overtime purposes.

ARTICLE VII

VACATIONS

A.

1. For employees who were employed prior to January 1, 1987, annual vacation leave with pay shall be earned at the rate of one working day 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	16 working days
Completion of 10 to 15 years	20 working days
Completion of 15 to 20 years	24 working days
After completion of 20 years	28 working days

2. For employees who were employed on or after January 1, 1987, annual vacation leave with pay shall be earned at the rate of:

One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment;

Twelve (12) working days' vacation thereafter for every year up to and including ten (10) years of service;

Fifteen (15) working days' vacation after the completion of ten (10) years of service and up to and including twenty (20) years of service.

Twenty (20) working days' vacation after the completion of twenty (20) years of service.

- B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines 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. Each vacation day shall be equivalent to one assigned shift, i.e., 10 hours or 14 hours.
  
- E. Vacation days shall not count as work days for overtime purposes.

ARTICLE VIII

HEALTH AND WELFARE INSURANCE

- A. The City shall provide enrollment in health insurance policies that provides substantially similar benefits and procedures to the policies noted below for all permanent and provisional employees who have been on the payroll for two (2) full months, at the beginning of the third month of employment.
  
- B. Benefits covered under this program to which coverage shall be substantially similar are: New Jersey State Health Benefits Program for Hospitalization, Medical, Laboratory Services and Major Medical benefits, or an approved Health Maintenance Organization:
  - (a) Prescription Drug Plan with \$ 2.50 co-payment for generic drugs and \$5.00 co-payment for non-generic drugs.

- (b) Health Service Incorporated (HSI - Blue Cross/Blue Shield) Basic and UCR Dental Plan
- (c) Health Service Incorporated (HSI - Blue Cross/Blue Shield) Free Standing Vision Plan
- (d) HMO benefits shall be paid at the maximum of the cost to the City of the other benefits. Any additional HMO costs will be borne by the employee through a payroll deduction.

C. The City will provide for diagnostic testing of immediate family members of an employee who, through providing ambulance service 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 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, and similar infections).

D. Health Insurance for Retirees

1. Retirees with twenty-five (25) or more years of service as regular full-time firefighters, EMT/UFD's 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 regular full-time firefighters, EMT/UFD's or police officers with the City of Wildwood who retire effective on or after January 1, 1992 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. 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.
4. Such coverage is limited to retirees who are not covered by other health insurance plans.
5. The coverage shall not extend beyond attaining the age of 65.
6. The City may require proof of payment of premiums by the retiree, or other acceptable proof of coverage, at its option.

## 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 perform their 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 the immediate family who is seriously ill.
3. Sick days shall not count as work days for overtime purposes.

#### 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 one working day per month during the remainder of the first calendar year of employment after initial appointment, and fifteen (15) working days 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 purpose.
3. In accordance with the following schedule, an employee who uses less than the listed number of sick days in a calendar year, shall have the option of having the City compensate him at that year's rate of pay, in cash for the time in the first pay of the following year. Such an election must be made, approved by the Department Director 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:

Less than 3 sick days:	Up to 5 days' payment
Between 3 and 5 sick days: (inclusive)	Up to 3 days' payment

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 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 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 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 to duty, to 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 unused 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 leave from the day of death up to and including the day of funeral.
2. Immediate family shall be defined as the employee's husband, wife, child, step-child, father, mother, brother, sister, father-in-law and mother-in-law.
3. In the case of death of a grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, aunt or uncle, an employee shall be

granted leave to a maximum of 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 benefits to the City.
2. The City agrees to pay employees at their regular rate of pay during periods of disability due to 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 that 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 to pay 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.

#### ARTICLE X

#### SALARIES AND COMPENSATION

Effective January 1, 1991, a wage plan, as set forth in Appendix "A", shall be implemented.

ARTICLE XI

LONGEVITY

A.1. For employees who were employed prior to January 1, 1987, the following longevity plan shall be in effect based upon the employee's length of continuous and uninterrupted service with the City:

1. Five (5) years of service - 2% longevity pay based upon employee's base salary.
2. Ten (10) years of service - 4%.
3. Thirteen (13) years of service - 6%.
4. Sixteen (16) years of service - 8%.
5. Nineteen (19) years of service - 10%.
6. Twenty-two (22) years of service - 12%.
7. Twenty-five (25) years of service - 14%.

A.2. For employees hired on or after January 1, 1987, the following longevity plan shall be in effect, based upon the employee's length of continuous and uninterrupted service with the City:

1. Five (5) years of service - \$200
2. Ten (10) years of service - \$400
3. Thirteen (13) years of service - \$600

4. Sixteen (16) years of service - \$800
5. Nineteen (19) years of service - \$1,000
6. Twenty-two (22) years of service - \$1,200
7. Twenty-five (25) years of service - \$1,400

B. Hereafter annually, each employee hired on or before June 30th shall receive one year's credit therefor for the purpose of calculating longevity. An employee hired after said date shall receive no credit on account of longevity for the balance of the initial year of hire.

#### 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 schools or 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 items such 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 (Director), head of the Division of Municipal Fire Fighting (Captain), City Personnel Officer and the City Business Administrator. It shall be chaired by the Business Administrator and its actions shall be non-binding upon the City and advisory only.
- E. If approved by the City in its discretion in advance, job-related training will be paid for by the City.

### ARTICLE XIII

#### CLOTHING ALLOWANCE

- A. The City shall continue to furnish an 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.



- B. Thereafter, annually on or before April 1st of each year, the City shall issue three (3) sets of uniforms for each employee. Such issue shall include not more than one (1) pair of shoes annually on an as-needed basis as determined by the City. The City will determine specifications and cost.
  
- C. Uniforms damaged in the line of duty shall be replaced by the City.
  
- D. Eyeglasses and shoes destroyed or damaged in the line of duty shall be reimbursed by the City up to \$50.00 per year, or replacement value, whichever is lower.

#### ARTICLE XIV

##### PERMISSION TO LEAVE THE CITY

The employees may leave the City during time off without receiving permission unless otherwise instructed.

#### ARTICLE XV

##### UNSAFE VEHICLES

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

ARTICLE XVI

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 XVII

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 the bulletin board any material which does not conform with the intent and provisions of this Article.

ARTICLE XVIII

WORK RULES

A. Work Schedule

1. The City shall have the absolute, unqualified right to change the present work schedule as the needs of the City demand. The City shall 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.

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 this Agreement and further provided that 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 sent to Local.

C. The Local acknowledges that one of the basic 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. All employees covered by this Agreement shall be required to maintain State certification as an Emergency Medical Technician-Ambulance (EMT-A) or the American Red Cross "5-Points" program as and if allowed by law. 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 on duty time insofar as permitted and possible, that no time and one half overtime payments shall be paid for such training, and that the City shall not subsidize additional off duty training if a member fails such a program. In such a case, the member must obtain the certification at his own cost. New employees must possess EMT-A 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 of duty. If called in, all members will be paid at the appropriate rate of pay.

ARTICLE XIX

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 a 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 an equal amount of compensatory time off for the time he is required to spend in court, after prior approval by the Captain for both the time spent in Court and as taken.
- C. All equipment will meet OSHA standards.

ARTICLE XX

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 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 breach by the Local or its members.

#### ARTICLE XXI

##### 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 membership in the Local or the payment of dues during working time.

## ARTICLE XXII

### SEPARABILITY AND SAVINGS

- A. All salary or wage increases or other economic changes will be put into effect only to the extent same may legally 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 XXIII

### 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 XXIV

##### DEDUCTIONS FROM SALARY

- A. The City shall deduct from the salaries of its employees who are members of the Local, subject to this Agreement, 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. Said 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 authorizations 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 XXV

#### TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1991, and shall remain in effect to and including December 31, 1993, 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 a desire to change, modify, or terminate this Agreement.

APPENDIX "A"

A. Salary Schedule

1. Salaries for members shall be as follows for the term of the contract:

<u>Rank</u>	<u>1991</u>	<u>1992</u>	<u>1993</u>
Lt.	\$36,243	\$38,327	\$40,531
7th Yr.	\$34,045	\$36,002	\$38,073
6th Yr.	\$32,175	\$34,025	\$35,982
5th Yr.	\$30,306	\$32,049	\$33,891
4th Yr.	\$28,436	\$30,072	\$31,801
3rd Yr.	\$26,567	\$28,095	\$29,710
2nd Yr.	\$24,698	\$26,118	\$27,619
1st Yr.	\$22,828	\$24,141	\$25,529

2. Any employee hired solely as an EMT shall be placed on a 7 step salary scale beginning at \$17,000 per year, increasing by \$1,000 per year for the duration of the Agreement.
3. Upon attainment of EMT-A status, a member in the position of Firefighter or Lieutenant shall receive a \$1,000 stipend, to be paid in a lump sum in the first pay in December of each year. Said stipend shall be prorated for the amount of time the member has certification during the year. A member shall receive

the stipend as long as his certification remains in place, and it shall not be paid for any time a member's certification expires and has not been renewed.

4. 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. For the purpose of longevity and vacation calculations, the years of service shall be calculated based on the total number of continuous years of service as of January 1st of the new year.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals at Wildwood, New Jersey on this        day of        , 1991.

WILDWOOD LOCAL NO. 50  
FIREMAN'S BENEVOLENT  
ASSOCIATION OF NEW JERSEY

CITY OF WILDWOOD  
CAPE MAY COUNTY, NEW JERSEY

BY

ATTEST

BY