



**A G R E E M E N T**

**Between**

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

**and**

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

**Effective January 1, 2010 through December 31, 2011**

Execution Copy

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**PREAMBLE**

This Agreement entered into as of the 1<sup>st</sup> day of January, 2010, by and between the **City of North Wildwood** in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, (hereinafter called the "City") and the **North Wildwood Firemen's Mutual Benevolent Association Local No. 56**, (hereinafter called the "F.M.B.A."), represents the complete and final understanding on all issues contained herein.

**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**

A. The City hereby recognizes the NORTH WILDWOOD 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 and Captain 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 and FMBA unless they are regularly scheduled to work more than fifty (50%) percent of the regular work schedule for full time uniformed Firemen.

B. The Title of Fireman shall be defined to include the plurals as well as the singular and to include males and females.

**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 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 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 Firemen covered herein shall be improved wherever specific provisions for improvement are made in this Agreement.



**ARTICLE IV**  
**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 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.

2. Nothing contained herein shall be construed as limiting the right of any 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 F.M.B.A..

3. Any grievance may be raised by any Employee or by the F.M.B.A..

**B. Definition**

Under this Agreement, the term "grievance" means any controversy arising from the interpretation, application, or violation of any policies, agreements, statutes, rules, regulations and administrative decisions which affect the terms and conditions of employment of an Employee.

**C. 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 ten (10) scheduled working days shall be deemed to constitute an abandonment of the grievance.

(b) The Chief of the Department or his designee, shall in writing, 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 F.M.B.A. and signed by the aggrieved Employee and filed with the City Administrator (or his representative) within five (5) days from the determination by the Chief of the Department.

(b) The City Administrator or his representative, shall render a decision in writing within five (5) days from the receipt of 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 Safety Committee Designee.

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

**Step Four**

(a) If the grievance is not settled through **Steps One, Two and Three**, then either party may refer the matter to the Public Employment Relations Commission, ("Commission") within ten (10) working days after the determination by the Director of Public Safety. An Arbitrator shall be selected pursuant to the Rules and Regulations of the 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 F.M.B.A. shall pay whatever the 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 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 upon both parties.

(d) The costs of the services of the Arbitrator shall be borne equally between the City and the F.M.B.A.. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

**ARTICLE V**  
**F.M.B.A. REPRESENTATIVES**

**A.** The City agrees to give a leave of absence with pay to two (2) designated representatives of the F.M.B.A. 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 F.M.B.A.. Exception may be made to this notice requirement in case of an emergency. However in all circumstances the statutory provisions of N.J.S.A. 40A:14-177 shall apply. The FMBA must designate two specific persons in writing prior to January 1 of each calendar year.

**B.** Accredited representatives of the F.M.B.A. may enter the City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the F.M.B.A. decides to have its representatives enter the City facilities or premises, it will request such permission from the appropriate City representative and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of City government or normal duties of Employer.

**C.** One (1) F.M.B.A. representative and one (1) assistant F.M.B.A. representative may be appointed to represent the Local in grievances with the City.

**D.** During collective negotiations, authorized F.M.B.A. representatives not to exceed two (2) shall be excused from their normal work duties to participate in collective negotiations sessions that are reasonable and necessary and shall suffer no loss of regular pay.

**E.** The Local shall have the use of one (1) bulletin board which shall be provided by the City. This bulletin board 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.

**ARTICLE VI**  
**NO STRIKE PLEDGE**

A. The F.M.B.A. covenants and agrees that during the term of this Agreement, neither the F.M.B.A 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 any Employee from his position, or stoppage of work or abstinence in whole or in part, for the full, faithful and proper performance of the Employee's duties of employment*), work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operation of the Fire Department. The Local agrees that such action constitutes a material breach of this Agreement.

B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any Employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article III.

C. 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 full and complete normal operation of the Fire Department.

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 F.M.B.A or its members.

**ARTICLE VII**

**SICK LEAVE**

**A. Service Credit for Sick Leave**

1. All Firefighters shall be entitled to sick leave with pay as specified hereunder.

2. Sick leave for the purposes herein is defined to mean absence from work of a Firefighter because of personal illness by reason of which such Firefighter is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family seriously ill and requiring the presence of such Firefighter. For the purpose of these rules, "member of immediate family" is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother or relatives of the Firefighter residing in the firefighter's household.

**B. Amount of Sick Leave**

1. Twelve (12) hours of sick leave with pay for each full month of service from the date of appointment up to and including the December 31st following such date of employment, and one hundred and forty-four (144) hours of sick leave with pay for each calendar year thereafter. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. If a Firefighter required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his credit from year to year. The Firefighter shall be entitled to such accumulated sick leave with pay if and when needed. A Firefighter who leaves employment for any reason during the calendar year shall reimburse the City for paid working days used in excess of his or her pro-rated and accumulated entitlement.

2. Temporary, provisional and permanent part-time Firefighters shall be granted sick leave credit in accordance with New Jersey Department of Personnel regulations.

**C. Reporting of Absence of Sick Leave**

1. If a Firefighter is absent for reasons that entitle him or her to sick leave, his/her superior shall be notified at least one (1) hour prior to the Firefighter's starting time.

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

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

**D. Verification of Sick Leave**

1. A Firefighter who is absent from duty for four (4) or more 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.

2. In case of absence due to exposure to a contagious disease, a certificate from the Department of Health from the Firefighter's municipality of residence shall be required prior to the Firefighter's return to work.

3. 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 a physician designated by the City. Such examination shall establish whether the Firefighter is capable of performing his/her normal duties and that his/her return to work will not jeopardize other Firefighters.

**E. Sick Leave at Retirement**

1. At retirement, the City agrees to pay each Firefighter an amount equal to fifty (50%) percent of all accrued and unused sick leave up to a maximum payment of Fifteen Thousand (\$15,000.00) Dollars.

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

**F. Family Leave**

Effective upon execution of this Agreement, all covered employees shall be permitted a leave of absence in accordance with the provisions of the New Jersey Family and Medical Leave Act. The City shall allow any employee to use any or all of their accumulated leave time during such leave, however the employee shall not be eligible to accumulate additional leave during a period when the employee is out on leave under the Act.



**ARTICLE VIII**  
**WORK WEEK OVERTIME**

**A. Work Schedules**

The City is a seashore resort community where demands for the public services provided by employees in this bargaining unit vary based upon the time of the year and resident population. Therefore, because of these circumstances and the impact on manpower requirements, the parties agree that there shall be two (2) Work Schedules—A Seasonal Summer Schedule and a Non-Seasonal Winter Schedule which shall have different work weeks and schedules as follows:

(i) Seasonal Summer Schedule (May 1<sup>st</sup> through October 31<sup>st</sup>)

The Fireman's Seasonal Summer work schedule shall be as follows:

(a) The tour of duty shall be two (2), ten (10) hour days commencing at 8:00 a.m. to 6:00 p.m. followed by two (2), fourteen (14) hour nights commencing at 6:00 p.m. to 8:00 a.m. followed by four (4) consecutive days off. This schedule shall average forty-two (42) hours per week over any eight (8) week cycle.

(b) If an employee is required to work longer than his regular scheduled ten (10) hours or fourteen (14) hour tour, he shall be entitled to overtime at one and one-half his regular rate of pay. If an employee is required to work more than his regular work schedule of forty-eight (48) hours in an eight (8) day cycle, he shall be entitled to overtime pay at one and one-half times his regular rate of pay.

(ii) Non-Seasonal Winter Schedule (November 1<sup>st</sup> through April 30<sup>th</sup>)

The Fireman's Non-Seasonal Winter work schedule shall be as follows:

(a) The tour of duty shall be one (1), twenty-four (24) hour day on and two (2) twenty-four

(24) hour days (forty-eight (48) hours) off. The specific starting hour and ending hour of the shift shall be determined by the City and shall be no sooner than 7:00 a.m. or later than 8:00 a.m. and shall end twenty-four (24) hours after the start time.

(b) If an employee is required to work longer than his regular scheduled twenty-four (24) hour tour, he shall be entitled to overtime at one and one-half his regular rate of pay. If an employee is required to work more than his regular work schedule of one-hundred and sixty-eight (168) hours in a twenty-one (21) day work cycle, he shall be entitled to overtime pay at one and one-half times his regular rate of pay.

#### **B. Miscellaneous Overtime Rules**

(i) 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.

(ii) If an employee is called back to duty on his day off or during his off-duty hours, he shall be paid all hours worked at time and one-half (1 ½) 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 (1 ½) will be received after fifteen (15) minutes. After the first hours the employee 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.

(iii) Overtime pay shall be received in the appropriate pay period.

#### **C. Stand-By**

If any employee is requested to stand-by at his residence or any other place, he shall be compensated for such stand-by time by payment of three (3) hours at employee's regular rate of pay.

D. Fair Labor Standards Act

It is acknowledged that the City is required to comply with the provisions of the Fair Labor Standards Act (FLSA) and the regulations promulgated thereunder. The City reserves the right to take appropriate action to ensure such compliance, including:

- (i) Exercising any election or option available to it under FLSA or the regulations provided under Section 7(k);
- (ii) Awarding compensatory time in lieu of monetary compensation for FLSA overtime;
- (iii) Establishing procedures to monitor and control hours worked and overtime;
- (iv) Crediting any payment made pursuant to this Agreement, other than payments made as compensation for "hours worked" as defined in FLSA against any overtime obligation incurred under FLSA; and
- (v) Establishing such rules and regulations as may be necessary to ensure compliance with the provisions of FLSA.

E. Kelly Days.

The City's current Section (K) election and each Fire Fighter's present work schedule results in overtime being worked.

For the Non-Seasonal, Winter Schedule, the City elected a 21 day work period. Under the FLSA, the maximum number of hours permitted for fire fighters working a 21 day cycle is 159 hours. The schedule calls for 168 hours in a 21 day cycle. Under the 21 day cycle there are approximately 17.38 cycles per year ( $365 \div 21 = 17.38$ ). Since the firefighters are scheduled to work 9 hours of overtime per cycle ( $168 - 159 = 9$ ), that gives them 156.42 hours of overtime per year ( $9 \times 17.38 = 156.42$ ). The firefighters would be entitled to approximately 6.5 days of overtime per year

( $156.42 \div 24 = 6.5175$ ). Because the Non-Seasonal winter schedule only lasts for 6 months, the City would have to provide 3.26 Kelly Days for each Non-Seasonal period of time.

Therefore, the City agrees to award 78.24 hours ( $3.26 \times 24$ ) of compensatory time off as compensation for this FLSA overtime. Such compensatory time off shall be scheduled in the same manner as Vacation time off in accordance with the provisions of Article X of the Agreement.

**F. Opt-Out.**

The provisions of the Memorandum of Agreement between the City and FMBA dated December 7, 2009 shall remain in effect including but not limited to the provisions pertaining to Opt-Out.

**ARTICLE IX**  
**EXCHANGE OF DAYS OFF**

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 request.

**ARTICLE X**  
**VACATIONS**

A. Commencing January 1, 2003, annual vacations shall be granted as follows:

<b>Up to the End of the First Year .....</b>	<b>Twenty-four(24) hours for every three months worked</b>
<b>Second to Fourth Year.....</b>	<b>96 hours</b>
<b>Fifth to Ninth Year.....</b>	<b>144 hours</b>
<b>Tenth to Fourteenth Year.....</b>	<b>192 hours</b>
<b>Fifteenth to Nineteenth Year.....</b>	<b>240 hours</b>
<b>Twentieth to Time of Retirement .....</b>	<b>288 hours</b>

B. Vacations shall be chosen by seniority. Vacations which encompass the Christmas Holiday shall be rotated according to seniority. An employee shall not be recalled while on vacation except in cases of emergency, an emergency shall be defined as an event which requires full mobilization of all members of the Fire Department.

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

D. Vacation time shall be taken in blocks of four (4) consecutive scheduled tours of duty. Vacation time may be taken in a single day units with prior approval of the Chief and the Chief may deny said time for reasons including, if granting of the time off would result in overtime. Requests for vacation days off must be submitted to the Chief at least five (5) days prior to the desired day off.

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

F. Annual vacation leave with pay is earned on a pro-rated basis based upon an employee's service with the City. Initial year of hire vacation days must be earned before they can

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be used. Each year thereafter, each employee shall become entitled to his vacation leave as specified in Paragraph A on January 1st of said year. An employee who leaves City service before end of calendar year shall have his vacation leave pro-rated based upon time earned. An employee who leaves City service shall be paid for unused earned vacation leave. An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.

Upon death of employee, unused vacation leave shall be paid to the employee's estate. Vacation leave is not earned during the period of time while employee is on suspension or on leave of absence without pay.

**ARTICLE XI**  
**PERSONAL LEAVE DAYS**

**A.** Each employee shall receive three (3) personal days off each calendar year. Personal leave shall be provided on a calendar year basis. 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.

**B.** 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 estate of the deceased.



**ARTICLE XII**  
**INSURANCE, HEALTH AND WELFARE**

A. Hospitalization and Medical Care. The CITY shall provide a comprehensive Health Insurance Plan, including hospitalization, medical treatment, major medical coverage, surgical fees and all of the benefits which are currently included in the Health Insurance Plan at the date of this Agreement, for the employee and his family. Employees shall only be permitted to enroll in the type of coverage for which the employee is eligible.

B. Prescription Plan. The CITY shall provide a Co-Pay Prescription Plan for the individual and his family.

The co-payment for the Prescription Plan is \$5.00 for mail in prescriptions, \$10.00 for generic drugs, and \$20.00 for brand name drugs.

C. Dental Plan. The CITY shall provide a Dental Insurance Program, which includes all of the benefits which are currently included in the Dental Insurance Program, at the date of this Agreement, for the employee and his family. Effective January 1, 2011, a \$3,000 CAP shall apply to payments under this Plan.

D. Change in Plans and Providers. The City may, at its option, change any of the existing insurance plans or carriers providing such benefits so long as the benefits which are provided to the employees and their eligible dependents are substantially similar to the coverages and benefits currently provided to employees. The City further reserves the right, at its option, to self-insure any of the plans or coverages so long as the benefits which are provided to the employees and their eligible dependents are substantially similar to the coverages and benefits currently provided to employees. Disagreements regarding coverage changes can go to the grievance process and to arbitration. The CITY will notify the Union at least thirty (30) days before any change is to happen. Selection of the carrier or carriers is a managerial prerogative not subject to the terms of this

collective bargaining agreement.

E. Retiree Health Benefits. Upon an Employee's retirement he/she shall be entitled to receive all of the then health care benefits provided by the CITY at the expense of the City of North Wildwood for the shorter of the following periods:

1. For a period of three (3) years or when he/she obtains other employment having comparable coverage to that provided by the CITY (once the job is obtained, the benefits terminate even if the employment terminates within three (3) years).

2. When an Employee becomes eligible for Medicare.

Retirement, for the purpose of this Article shall be consistent with the standards set for retirement by the New Jersey Police and Fire Pension laws. Said pension laws currently require twenty-five (25) years of service credit which may include, for example, military time buy back and/or other public employment time credit.

Under no circumstances, however, shall any employee be entitled to retiree medical benefits without twenty-five (25) years of service in the City of North Wildwood.

Retirees entitled to benefits under this Section shall receive the same healthcare benefits being received by the active current employees of the City NOT the benefits which are in effect when they retired.

F. Opt-Out. Employees shall be permitted to opt out of the medical insurance coverage provided by the CITY as long as the employee furnishes the CITY with documentation to establish that the employee has health insurance coverage from another source. Employees who elect to opt out of the coverage provided by the CITY shall be paid the sum of \$2,000.00 for each full year that the employee declines coverage. The amount to be paid to employees who opt out for part of a year and receive CITY provided health insurance for part of that same year shall be pro-rated. Said payment shall be made by the CITY to the employee during the first pay period in December of the year in which the employee opted out of coverage. The CITY reserves the right to discontinue this

policy of opt- out of reimbursement at any time with thirty (30) days notice prior to an open enrollment period.

Any employee who has elected to opt-out of coverage may re-enroll in the health care plan by giving the CITY thirty (30) days prior written notice of his/her desire to re-enroll in the plan. The payment of Two Thousand (\$2,000.00) Dollars shall be prorated for the period the employee was not covered by the City Plan.

Effective April 1, 2010, Opt-out will be governed by the SHBP.

The New Jersey State Health Benefits Program (SHBP) provides that a municipality may allow an employee as a dependent by a spouse's employer to waive SHBP health benefits coverage. The decision of a municipality to allow its employees to waive coverage and the amount of consideration to be paid are not subject to collective bargaining.

Consistent with the provisions of the applicable law, the City is willing to adopt an Opt-Out Payment Plan as follows:

Employees enrolled in the health insurance coverage plan provided in Article 12 Section I may elect to waive all coverage, provided proof of coverage through another source can be demonstrated. Employees who waive all coverage shall receive an end-of-year payment in the amount of twenty-five (25%) percent of the applicable premium for the insurance plan or \$2,000, whichever is less, in lieu of the insurance, based on the number of months that the insurance was waived during the year. Payment shall be in the amount of twenty-five (25%) percent of the applicable premium, or \$2,000, whichever is less. Checks for opting out will be issued on or about December 1<sup>st</sup> of each year.

An employee who waives coverage shall be permitted to resume coverage by making an application for coverage during an open enrollment period in accordance with the provisions of the State Health Benefits Program.

Further, an employee who waives coverage shall be permitted to immediately resume coverage if the employee ceases to be eligible for other health care coverage for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received from the employer which represents an advance payment for a period of time during which coverage was is resumed. An

employee who wishes to resume coverage shall notify the employer in writing and file a declaration with the division, in such form as the director of the division shall prescribe, that the waiver is revoked.

Further in accordance with the provisions of the applicable law which provides that the decision of a municipality to allow its employees to waive coverage and the amount of consideration to be paid are not subject to collective bargaining, the City maintains the right to terminate, revise and modify the Opt-Out Payment Plan set forth herein.

**G. Personal Vehicle Insurance.** 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.

**H. Defense of Employees.** The CITY shall supply to all Employees necessary legal advice and counsel in the defense of charges filed against them in the performance of their duty in accordance with applicable New Jersey Statutes. The selection of an attorney must be made by the Employee from the approved list provided by the City's Insurance Provider.

**I. New Jersey State Health Benefits Plan.** Effective as of on or about April 1, 2010 the FMBA agrees that the Employer may, in its discretion, elect to provide hospitalization, medical care and prescription drug benefits through a different medical provider. Specifically, the Employer may provide hospitalization insurance which includes traditional coverage, preferred provider organization and health maintenance organization through New Jersey State Health Benefits Plan, as it exists or as modified by the State Health Benefit Program (or any other substantially similar health benefit plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefits Program, for all employees and eligible dependents covered by this Agreement. Effective January 1, 2011, the City agrees to pay the full cost of the NJSHBP Direct 15 Plan for employees and their eligible dependants. An employee may select coverage of another Plan offered by the NJSHBP and in the event the selected plan cost more than the Direct 15 Plan then the employee shall be responsible for paying the costs of the increased premium for the selected

coverage. Payment shall be made by equal payroll deductions.

These coverages shall replace the coverages previously provided under Sub-Section A and Sub-Section B of Article XII of this Agreement.

Further, the Employer may also provide its Prescription Plan through the State Health Benefit Plan.

Co-pays for generic prescriptions are currently Three Dollars (\$3.00) and Ten Dollars (\$10.00) for brand name prescriptions (per current State Health Benefit rates) and are subject to future additional changes to reflect the then applicable State Health Benefit Plan prescription co-pays.

Further, the Employer continues to retain the right, at its option, to again change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible dependents is substantially similar. The Employer further reserves the right, at its option, to self-insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is substantially similar. Prior notice of intent to make the change must be made to employees of any change in the above described within thirty (30) days.

In the event the City no longer provides health care benefits or prescription coverage under the State Health Benefits Plan, then in such event the co-payment for the Prescription Plan shall be \$5.00 for mail in prescriptions, \$10.00 for generic drugs and \$20.00 for brand name drugs.

**J. Cost Contribution.** Effective May 22, 2010, employees shall contribute to the costs of the Health Benefits Insurance Plan coverages. All employees shall pay one and one-half (1 1/2%) percent of his/her annual base wages for such coverages.

**ARTICLE XIII**  
**CLOTHING ALLOWANCE**

**A.** The City shall continue to furnish an initial issue of new uniforms and turnout gear to all new Firefighters. Thereafter, each Firefighter shall be responsible at his/her expense for the purchase of replacement items of uniforms.

**B.** Employees shall maintain their uniforms in good and clean condition and failure to maintain uniforms in good and clean condition shall be cause for disciplinary action.

**C.** The City shall replace all uniforms and equipment damaged in the line of duty unless the damage or destruction has been caused by the negligence of the firefighter.

**ARTICLE XIV**  
**FUNERAL LEAVE**

A. 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.

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

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

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

**ARTICLE XV**  
**MILITARY LEAVE**

**A.** Any Employee called into the Armed Forces of the United States during a national emergency or drafted, shall be given all the protection of the applicable laws and leave of absence shall be granted.

**B.** Employees who are subject to mandatory pre-existing Reserve requirements [Annual Active Duty for 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**

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

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

A. 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 hires shall start at the Entry Step and shall remain on the Entry Step for the first full year of permanent full-time employment.

During the term of this Agreement, wages shall be increased as follows:

January 1, 2010 -	Wages increased by 2%.
January 1, 2011 -	Wages increased by 2%.

B. 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.

C. Employees must obtain EMT Certification within one year of date of hire. Employees shall maintain EMT Certification and shall attend classes for EMT training on City time as assigned by the Chief. Unit members may be assigned the responsibility of performing EMT duties in non-fire setting (e.g. When units members are assigned the responsibility of EMS Ambulance duties). Firefighters must maintain his/her Certification throughout his/her career as a condition of employment. The City reserves the right to require proof of satisfactory completion of a Certification course.

**ARTICLE XIX**  
**LONGEVITY**

**A.** Effective January 1, 1999 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 to a maximum of ten (10%) percent after twenty (20) years of service. Payments shall be considered part of the employee's weekly salary and included in his regular biweekly paycheck. Effective January 1, 2009, a twelve (12%) percent longevity step shall be established for all employees after twenty-four (24) years of service.

**B.** Effective January 4, 1999, all newly hired Employees shall not receive longevity pay until they have completed their twelfth (12th) year of employment. Upon entering their thirteenth (13<sup>th</sup>) year the employees shall receive six (6%) percent of their base pay and said payments shall be considered part of the employee's weekly salary and included in his regular biweekly paycheck. Thereafter, these employees shall continue to receive an additional two (2%) percent of their base pay for every four (4) years of service to a maximum of ten (10%) percent after twenty (20) years of service. Effective January 1, 2009, a twelve (12%) percent longevity step shall be established for all employees after twenty-four (24) years of service.

**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 BOND**

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

**ARTICLE XXII**  
**SCHOOLING and MISCELLANEOUS PROVISIONS**

- A.** The City shall pay for full tuition including all books and credits for job related course when authorized in advance and approved by the Fire Chief and the City Administrator.
- B.** 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.
- C.** 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 IRS reimbursement rate and tolls
- D.** All Firefighters shall always appear neat but may wear sideburns or a mustache, so long as they are kept neat and trimmed.
- E.** All new firefighters being hired will attend and successfully complete an accredited Firefighter I basic training school and State of New Jersey Emergency Medical Technician basic training course. Failure to successfully complete the two above courses shall result in the removal of the Firefighter from employment.
- F.** When a Firefighter attends school at the direction of the City, the City agrees to reimburse said Firefighters on a per diem basis in accordance with verification procedures established by the City for their actual and necessary expenses incurred while in travel status in the performance of their official duties for hotel, lodging, meals and incidental expenses related thereto in accordance with reimbursement rates set forth in the City's Personnel Manual.
- G.** 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**

- A. Should it become necessary for any member of the Paid Fire Department to spend time in Court on off-duty hours, he/she shall receive overtime pay for time spent there at his/her regular rate of pay.
- B. A regular employee who loses time from his/her job because of jury duty as certified by the Clerk of the Court, shall be paid by the City the difference between his/her job rate for either eight (8) hours and the daily jury fee, subject to the following conditions:
- a. When the jury service is completed prior to 1:00 p.m., the Firefighter is required to telephone the Chief and report to work if requested.
  - b. Time lost because of jury service will not be considered for purposes of computing overtime.
  - c. The employee must notify the Chief immediately upon receipt of any communication regarding jury service.
  - d. No reimbursement of wages will be made for jury service during holidays or vacations.
  - e. At the Chief or Administrator=s request adequate proof must be presented of time served on a jury and amount received for such services.



**ARTICLE XXIV**  
**DUES CHECK OFF AND REPRESENTATION FEES**

A. 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.

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

C. Purpose of Fee:

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.

D. Amount of Fees:

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.

E. 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 the 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 questions 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.

**F. 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 the said employee during the membership year in question.

**G. 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.

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

**I. New Employee**

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.

**J. 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.

2. 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 FMBA agree that each provision of this Agreement shall equally apply to all covered employees and that there shall be no harassment or intimidation of, interference with, or illegal discrimination against an employee because of: age, sex, race, creed, skin color, national origin, nationality, ancestry, marital status, disability, handicap, genetic information, affectional or sexual orientation, blood trait, political activity, United States or State Armed Services activity. Harassment shall also include sexual harassment. All references to employees in this Agreement refer to both sexes and wherever the male gender is used, it shall be construed to include both male and female employees. 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.

*PMW*  
*LMB*

**ARTICLE XXVI**  
**LAY OFF AND RECALL PROCEDURES**

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

PAW  
CMB

**ARTICLE XXVII**  
**CIVIL SERVICE RULES AND REGULATIONS**

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**

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**

**A.** 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.

**B.** 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**

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 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.

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

C. 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.

PBW  
LMB

**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, City Administrator, 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.

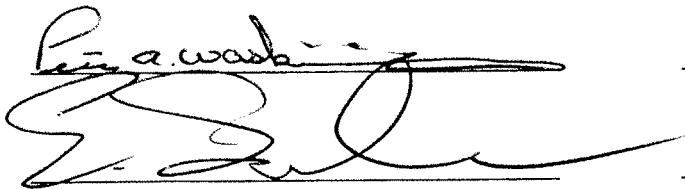
**ARTICLE XXXIV**  
**TERM AND RENEWAL**

This Agreement shall have a term from January 1, 2010, through December 31, 2011. If the parties have not executed a successor agreement by December 31, 2011, then this Agreement shall continue in full force and effect until a successor agreement is executed.

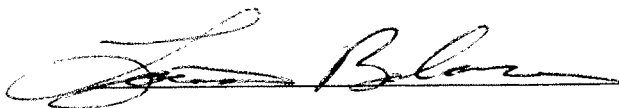
Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

**IN WITNESS WHEREOF**, the parties hereto have hereunto caused these presents to be properly signed and the proper seals to be affixed hereto in the City of North Wildwood, New Jersey, on this 13 day of May, 2011.

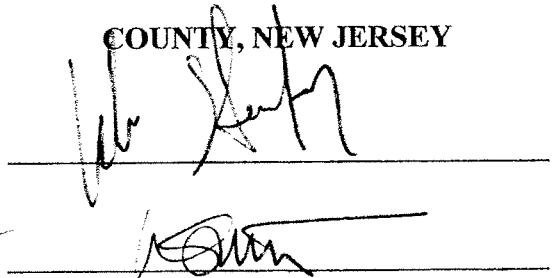
**NORTH WILDWOOD FIREMEN'S  
MUTUAL BENEVOLENT ASSOCIATION  
LOCAL 56**



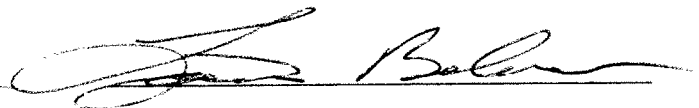
**ATTEST:**



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



**ATTEST:**



**SCHEDULE A**  
**CITY OF NORTH WILDWOOD**  
**AND**  
**FMBA LOCAL 56**  
**WAGE GUIDE**

	1/1/09	2010	2011
Deputy Chief	77,960	79,519	81,109
Captain	76,402	77,930	79,487
Step 6	72,084	73,526	74,996
Step 5	66,146	67,469	68,818
Step 4	59,871	61,068	62,289
Step 3	54,638	55,730	56,845
Step 2	45,661	46,574	47,505
Step 1	40,673	41,486	42,315
Entry Step	31,947	32,586	33,238

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LMB  
DRN