

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF
WILDWOOD AND ERNEST TROIANO, III TO SERVE AS THE
FIRE CHIEF OF THE CITY OF WILDWOOD FIRE DEPARTMENT

DATED: December 22, 2022

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this 28th day of December, 2022, by and between the **CITY OF WILDWOOD**, located at 4400 New Jersey Avenue, Wildwood, New Jersey 08260, hereinafter referred to as the “City” and **ERNEST TROIANO, III**, whose address is 136 W, Leaming Avenue, Wildwood, New Jersey 08260, hereinafter referred to as “Troiano”, who shall collectively be referred to as “the Parties”.

1. **Position.** The City hereby offers Troiano employment with the City in the position of Fire Chief and Troiano hereby accepts employment upon the terms and conditions of the Agreement as Fire Chief.
2. **Term.** The Term of the Agreement shall begin on January 1, 2023, which is considered the Effective Date of the Agreement, and end on December 31, 2025, unless this Agreement is terminated earlier pursuant to Paragraph 17.
3. **Incorporation by Reference – Local No. 50 FMBA CBA.** The parties agree that to the extent not prohibited by law, but for the provisions specifically set forth herein, the terms and conditions, where relevant, of the FMBA Local No. 50 Collective Bargaining Agreement dated December 14, 2022 shall be incorporated herein by reference and be considered terms and conditions of Troiano’s employment.
4. **Duties.** The Duties of the position of Fire Chief are as defined by N.J.S.A. Title 40A, the City’s handbooks and employment manuals, and the City’s job description. Each of these items is incorporated herein by reference. The City maintains the right to amend any handbooks, employment manuals and the job description at any time, with or without notice.
5. **Work Schedule.** Troiano’s schedule shall be general consistent with regular City business hours, which shall consist of eight (8) hour work days for a total of 40 hours per week; however, his schedule shall be considered flexible and he may from time to time work alternative hours, provided that the needs of the Fire Department and the City are met. Troiano agrees to perform at all times faithfully, industriously and to the best of his ability, experience and talent all of the duties and responsibilities that may be required of him.
 - a. Troiano acknowledged and agrees that he may be required to attend meeting of the Commissioners departmental budget hearings, other committee and sub-committee meetings that involve fire and/or public safety issues, public hearing and similar meetings.
 - b. Troiano acknowledges and agrees that the Fire Chief is a management position and, as such, Troiano cannot always rely on a standard set of hours of employment to effectively meet the responsibilities of the position.
 - c. Both Troiano and the City acknowledge and agree that Troiano is an “exempt employee” as that term is defined by the Fair Labor Standards Act. Accordingly, both Troiano and the City agree that Troiano shall not be eligible for any overtime and/or compensatory time for work performed, and the total compensation due to Troiano shall only be compensation described in Paragraph 6.
6. **Compensation.** Commencing on January 1, 2023, the base salary of Troiano shall be \$157,267. On January 1, 2024, there will be a 3% increase, which is equivalent to \$4,718, for a total salary not to

exceed \$161,985. On January 1, 2025, there will be a 3% increase, which is equivalent to \$4,860, for a total salary of \$166,845.

7. **Paid Time Off.** For purposes of calculating Paid Time Off only, a day shall be defined as eight (8) hours. Troiano shall only be entitled to the following Paid Time Off.
- a. **Sick Leave.** Troiano shall be entitled to 15 days (120 hours total) of sick leave per calendar year. Any use of sick leave by Troiano is subject to the written approval of the City Administrator. Troiano shall be reimbursed for accumulated sick leave in accordance with the provisions of Ordinance 1010 of the City of Wildwood, incorporated herein by reference.
 - b. **Vacation Leave.** Troiano shall be entitled to 24 days (192 hours total) of vacation leave per calendar year. Any use of vacation leave by Troiano is subject to the written approval of the City Administrator. Any unused leave to which Troiano becomes entitled in any one (1) year may be carried over into the next calendar year, but shall not be carried over into any succeeding calendar years. Any vacation leave carried over by Troiano must be used in the first quarter of the subsequent year. Any vacation leave not used by the end of the next calendar year shall be forfeited. However, notwithstanding any of the foregoing, Troiano shall not use more than 48 days (384 hours total) of accumulated vacation leave in any given calendar years and cannot be used on a difference date nor returned for cash payment.
 - c. **Personal Leave.** Troiano shall be entitled to 6 days (48 hours total) of personal leave per calendar year. Any use of personal leave is subject to the written approval of the City Administrator. Personal leave may only be used in the year in which it is earned. Any personal leave not used in a calendar year shall be forfeited and cannot be returned for cash payment.
 - d. **Holiday Leave.** Troiano shall be entitled to the holidays recognized by the City Commissioners. Any holiday leave not used on the date of the date recognized by the City Commissioners shall be forfeited and cannot be used on a different date nor returned for cash payment.
 - e. **Compensatory Time.** Troiano shall not be entitled to any compensatory time as a Fire Chief.
 - f. **Accumulated Leave To-Date.** Troiano shall be entitled to any leave he may have earned and accumulated to-date, subject to the limitations contained herein and all application laws, including, but not limited to, N.J.S.A. 11A:6-3 and N.J.S.A. 11A:6-19.1.
8. **Health Benefits.** Troiano shall receive the same health benefits as those afforded to firefighters covered by the City's collective bargaining agreement with the FMBA Local #50 entered into on December 14, 2022. Troiano shall make all health benefit contributions required by state and/or local law. In addition to the foregoing, Troiano shall make all health benefit contribution at the same percentage as the members of FMBA Local #50.
9. **Professional Associations, Certifications and Trainings**
- a. **Professional Association Memberships.** The City shall pay up to Five Hundred Dollars (\$500.00) per calendar year towards the costs of Troiano's membership in the following professional associations: the International Association of Fire Chief's; the National Fire Protection Association, the Fire Department Instructors Conference, the International Association of Arson Investigators, the Career Fire Chief's Association and/or other

organizations deemed important by Troiano. Troiano's membership in any organization to be paid for by the City pursuant to this paragraph shall be subject to the advance written approval of the City Administrator.

b. **Professional Association Conferences.** The City shall pay the actual costs associated with Troiano attending one (1) professional association conference every twenty-four (24) months up to a maximum amount of Two Thousand Dollars (\$2,000.00) per conference. The City shall directly pay the fees/costs associated with registering for the conference. Troiano shall be reimbursed by the City, upon the production of original receipts, the reasonable cost of travel, accommodations and meals, except that the reimbursable cost of meals shall not exceed Ten Dollars (\$10.00) per breakfast, Fifteen Dollars (\$15.00) per lunch and/or Thirty Dollars (\$30.00) per dinner, including gratuities, and under no circumstances shall Troiano be reimbursed for any alcohol consumption. Mileage (not gas) shall be reimbursed at the then-applicable rate established by the Internal Revenue Service. Troiano's attendance at any conference pursuant to this paragraph shall be subject to the advance written approval of the City Administrator. If approved by the City Administrator, the City shall grant Troiano the time off necessary to attend the conference.

c. **Certifications and Trainings.** The City shall pay up to Five Hundred Dollars (\$500.00) per calendar year for Troiano to attend periodic skills enhancement training and/or other related training and/or towards the pursuit of a professional certification related to fire suppression. Troiano's attendance at any conference pursuant to the paragraph shall be subject to the advance written approval of the City Administrator. If approved by the City Administrator, the city shall grant Troiano the time off necessary to attend the conference

10. **Clothing Purchases.** The City shall pay an annual reimbursement to Troiano for clothing purchases necessary for his employment in an amount not to exceed One Thousand Dollars (\$1,000.00). Troiano may seek reimbursement from the City by submitting a voucher and receipts for items purchased on or before October 15 each year, with the City issuing reimbursement on or before November 15.

11. **City Vehicle.** The City shall provide a vehicle for Troiano's use and the City shall payment for all attendant operating and maintenance expenses and insurance. The vehicle is only to be used by Troiano in connection with the performance of his duties as Fire Chief or any other City business necessary for the effective and efficient execution of Troiano's duties and responsibilities. Whether a particular use of the City vehicle is for City business and whether travel distance is deemed "reasonable" under this Agreement shall be determined solely by the City Administrator.

12. **Professional Liability Insurance.** Troiano shall be governed by appropriate professional liability insurance as determined in the City's sole discretion. The City agrees to provide Troiano with legal representation in connection with any action that was within Troiano's course and scope of employment that results in litigation in any judicial and/or administrative forum.

13. **Union Membership.** Both Troiano and the City acknowledge and agree that Troiano's duties and responsibilities as Fire chief and inconsistent with his being a member of any collective unit and/or being covered by the collective bargaining agreement between the FMBA Local #50 and/or any other collective bargaining unit. Troiano may maintain membership in the FMBA Local #50 and may attend membership meetings, social functions and activities, but Troiano will otherwise not participate in any FMBA activities that would conflict in any way with Troiano's duties and responsibilities as Fire Chief and/or that would conflict in any way with the interests of the City.

14. **Management Rights.** Nothing contained in this Agreement shall be construed to diminish, change, deny and/or restrict any of the City's powers, rights, authority, duties and/or responsibilities conferred upon and/or vested in it by federal, state and/or local law and/or the Constitution of the State of New Jersey and/or the Constitution of the United States of America. The City hereby specifically retains and reserves unto itself, without limitation, all such powers, rights, authority, duties and responsibilities including, but not limited to, the right to review and evaluate the performance of Troiano and the right to suspend, demote, discharge and/or take other disciplinary action in accordance with N.J.S.A. Title 40A.
15. **Post-Employment Appearances.** In the event Troiano is subpoenaed or requested by the City to testify in court, attend depositions or appear before any municipal, county, state or federal agency regarding his former duties as Fire Chief, he shall be remunerated at the per diem rate of Two Hundred Fifty Dollars (\$250.00) to include all expenses including, but not limited to, gas, tolls and meals. This paragraph shall survive the termination of this Agreement.
16. **Grievance Procedure.** The following constitutes the sole and exclusive method for resolving grievances between the parties covered by the Agreement and shall be followed in its entirety unless a step is waived by mutual consent.
- a. **City Administrator.** Troiano shall institute action under these provisions within ten (10) calendar days of the occurrence of the grievance by providing written notice to the City Administrator. Troiano and the City Administrator shall attempt to resolve the grievance. Should Troiano and the City Administrator not be able to resolve the grievance, the City Administrator shall render a decision within ten (10) calendar days after receipt of the grievance.
 - b. **City Commissioners.** In the event that a satisfactory settlement has not been reached, Troiano shall file a written complaint with the City Commissioners within ten (10) calendar days following the determination of the City Administrator. The Commissioners shall render a decision within ten (10) calendar days after receipt of the grievance.
 - c. **Arbitration.** If the grievance is not settled through the above process, a party may refer the matter for arbitration in accordance herewith. The Parties agree that any dispute, controversy, claim (including statutory claims) arising out of or related in any way to the Employee's employment with the Employer, the Employee's termination of employment, this Agreement, or any alleged breach of this Agreement shall be required to go to arbitration. The arbitration shall be governed by the Federal Arbitration Act (FAA) and submitted to and decided by binding arbitration in Cape May County, New Jersey. The parties shall attempt to mutually agree upon an Arbitrator, if the parties are unable to agree on a mutually acceptable arbitrator, Arbitration shall be administered before the American Arbitration Association in accordance³ with the Rules of the American Arbitration Association. Each Party shall pay its own costs of arbitration. Any arbitral award determination shall be final and binding on the Parties and may be entered as a judgment on a court of competent jurisdiction. Each party fully understands and agrees that they are waiving certain rights otherwise afforded to them by civil court actions, including, but not limited to, a jury trial, class actions and collective actions.
17. **Termination.** This Agreement shall terminate upon any one of the following circumstances:
- a. Upon the completion of the term designated in Paragraph 2; or

b. Upon mutual agreement by the parties hereto; or

c. Upon Troiano's termination from employment.

18. **Notices.** Any notice required or desired to be given under this Agreement shall be deemed given if in writing and sent to by certified mail to Troiano's residence or the City's principal offices.
19. **Waiver of Breach.** The waiver by the City of a breach of any provision of this Agreement by Troiano shall not operator or be construed as a waiver of any subsequent breach by Troiano.
20. **Assignment.** Troiano acknowledges and agrees that the services to be rendered by him are unique and personal. Accordingly, Troiano may not assign any of his rights or delegate any of his duties or obligations under this Agreement. The rights and obligation of the City under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the City.
21. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto and may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. Troiano and the City represent and certify that they have carefully read and fully understand all of the provisions and effects of the Agreement and that they have had the opportunity to thoroughly discuss all aspects of the Agreement with their respective private attorneys and that they are voluntarily and knowingly entering into this Agreement.
22. **Severability.** In the event that any clause, section, paragraph or sentence of this Agreement is deemed to be invalid or unenforceable for any reason, then the parties here declare its intent that the balance of the Agreement not affected by said invalidity shall remain in full force and effect.
23. **Headings.** The headings contained herein are for reference purposes only and shall not in any way affect the meaning and/or the interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have set their hand and seals on the dates indicated:

CITY OF WILDWOOD

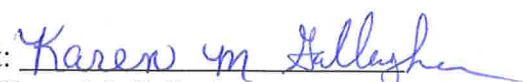
ERNIE TROIANO, III

By: 
Steve Mikulski,
Commissioner of Public Safety

By: 
Ernie Troiano, III

Date: 3 JAN 2023

Date: 29 DEC . 2022

Attest: 
Karen M. Gallagher
Deputy City Clerk