

AGREEMENT

Between the

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

JANUARY 1, 2022 THROUGH DECEMBER 31, 2025

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PREAMBLE

This Agreement, entered into on this 30th day of November, 2022, 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 bargained issues between the City and the Local.

ARTICLE I

RECOGNITION

For the purpose of collective bargaining negotiations concerning wages, benefits and other terms and conditions of employment, the City recognizes the Union, FMBA Local #50, as the exclusive bargaining agent for all employees covered herein, and more specifically enumerated by job title as set forth in Appendix "A."

ARTICLE II

MANAGEMENT RIGHTS

- A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Law and Constitution of the State of New Jersey and of the United States of America, including but without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the City government and its properties and facilities and the activities of its employees.
 2. To hire all employees, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof: and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and Laws of the State of New Jersey and the United States of America.
- C. Nothing contained herein shall be construed to deny or restrict the City in its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11, or any other law, or regulation.
- D. The failure to exercise any of the foregoing rights by either party shall not be deemed to be a waiver thereof. Any action taken by the City not specifically prohibited by this Agreement shall be deemed by both parties to be a management right and shall be considered such as if fully set forth herein.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. The employee shall have the right to bring a grievance issue to the Employer provided said grievance is in writing and presented to the Union, with the Union's verbal approval an employee may discuss and resolve the issue with the Employer provided the resolution does not conflict with the terms of this Agreement. For any matter to proceed to arbitration, the employee must have the approval of the Union. Oral reprimands and written reprimands up to four (4) per calendar year shall not be subject the grievance procedure.

B. Definition. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by the Local or the City. Grievances related to minor disciplinary action shall be grievable and arbitrable

C. Grievance Procedure. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless a step is waived by mutual consent. If a grievance is not answered on time, it shall be deemed a denial, and the grievant may move the grievance to the next step within time, which shall be calculated from the last day allowed for the response:

STEP ONE:

- a. The Local or aggrieved employee shall institute action under the provisions hereof within ten (10) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences informally between the Local or the aggrieved employee and his/her chief for the purpose of resolving the matter informally. Failure to act within the ten (10) assigned calendar days shall be deemed to constitute an abandonment of the grievance.

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

STEP TWO:

- a. In the event a satisfactory settlement has not been reached, the Local or the employee shall in writing and executed, file a complaint with the City's Business Administrator within ten (10) calendar days following the determination of the Fire Chief and/or his designee. The City's Business Administrator shall render a decision in writing within ten (10) calendar days from receipt of this Complaint.

STEP THREE:

- a. In the event a satisfactory settlement has not been reached, the Local or the employee shall, in writing and signed, file his or her complaint with the Commissioner of Public Safety within ten (10) calendar days following the determination of the Administrator.
- b. The Commissioner of Public Safety shall render a decision in writing within ten (10) calendar days from receipt of this complaint.

STEP FOUR:

- a. If the grievance is not settled through Steps One, Two or Three, either party may refer the matter to the New Jersey Public Employee Relations Committee within ten (10) calendar days after the determination of the Commissioner of Public Safety. An arbitrator shall be selected pursuant to Public Employees Relations Commission.
- b. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Commissioner of Public Safety.
- c. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any Amendment or supplement thereto unless both parties agree in advance to it.

- d. The Arbitrator's decision shall be binding on both parties.
- D. The City shall provide the Local with specifically designed and agreed-upon forms upon which to file grievances.
- E. Emergency.
 - 1. Upon the declaration by either party of an "emergency," Step One of the Grievance procedures, as provided in Article III, Section C, hereinabove, shall be bypassed, and the procedures shall begin with Step Two.
 - 2. An emergency shall be invoked by the presentation to the President of the Local or the Commissioner of Public Safety of a written memorandum, delivered in person or by registered mail, setting forth in detail the nature of the grievance and declaring said grievance to be an emergency. Such procedure shall not be invoked frivolously by either party.
- F. In no event will the same City Official hear more than one (1) step in the grievance procedure. In the event that the same individual holds two (2) positions named in the steps of the grievance procedure, that individual will hear only one (1) step of the grievance, then the grievance shall proceed to the next step in the grievance procedure.

ARTICLE IV
SENIORITY

Seniority shall be defined as that term is defined in the New Jersey Administrative Code and seniority shall be determined in accordance with Civil Service Commissioner guidelines.

However, seniority within the Wildwood Fire Department shall be determined by hire date and rank, with a higher rank taking precedence over a lower rank, and within rank, seniority determined by the date an employee was promoted to the rank in question.

ARTICLE V

LOCAL REPRESENTATIVES

- A. Accredited representatives of the Local may enter the City facilities or premises at reasonable hours for the purposes of observing working conditions or assisting in the adjustment of grievances. When the Local decides to have its representatives enter the City facilities or premises, it will request such permission from the Commissioner of Public Safety and Public Affairs and such permission will not be unreasonably withheld, provided there should be no interference with normal operations of the business of the City government nor meeting held on the City property.
- B. Two (2) designated representatives may be appointed to represent the Local in grievances with the City, without loss of time or pay.
- C. During collective negotiations, two (2) authorized representatives, shall be excused from their normal work duties to participate in mutually-scheduled collective negotiation sessions that are reasonable and necessary and shall suffer no loss of regular pay. Additional representatives may participate, as agreed upon by all those involved in the negotiation session.
- D. The delegate, president and state representative shall be permitted to attend all state meetings and conventions without loss of time or pay. The Fire Chief or Deputy Fire Chief shall be notified two (2) weeks prior to any such event.

HOLIDAYS

- A. When City Hall is closed for a City declared emergency, firefighters on shift who worked the shift during the hours City Hall would have been open, (8:30 A.M. to 4:30 P.M.,) absence the emergency, shall receive eight (8) hours of time calculated at a rate of one and one half (1 ½) their hourly rate.
- B. All members who work the day or night shift on a designated City agreed upon Holiday will be paid 4 hours of overtime for working said Holiday for 2022, 2023 and 6 hours of overtime for 2024 & 2025.
- C. The following days shall be recognized as well as any local, state, or federal holiday that the City may recognize in the future.

New Year's Day	Labor Day
Martin Luther King Jr's. Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Presidents Day	General Election Day
Good Friday	Thanksgiving Day
Easter Sunday	Day after Thanksgiving
Memorial Day	Christmas eve
Juneteenth	Christmas Day
Independence Day	

ARTICLE VII

VACATIONS

- A. For all employees, annual vacation leave with pay shall be earned at the rate of 12 working hours of vacation for each full month of service during the remainder of the calendar year following the day of appointment. For subsequent years, the following schedule shall apply:
- | | |
|------------------------------|-------------------|
| Each year of up to 10 years | 192 working hours |
| Completion of 10 to 15 years | 240 working hours |
| Completion of 15 to 25 years | 288 working hours |
- B. Vacation allowance must be taken during the current calendar year at such time permitted or directed by the appointing authority unless the appointing authority determined that it could not be taken because of pressure of work. Any unused vacation may be carried into the next succeeding year only.
- C. The vacation provisions of this Article shall apply only to permanent full time (twelve month) full shift employees.
- D. If a day is taken 10 hours will be deducted. If a night is taken 14 hours will be deducted. Vacation, comp, and personal may be split to complete the full amount of time off for a day or night.

ARTICLE VIII

HEALTH AND WELFARE INSURANCE

- A. The City shall provide health benefits and prescriptions program in accordance with the provisions of the New Jersey State Health Benefits Program, the Direct 10 plan, for all permanent and provisional employees who have been on the pay roll for two (2) full months, at the beginning of the third month of employment. The City may, at its option, change any of the existing insurance plans or carriers so long as identical or substantially similar benefits are provided. Upon the effective date of this contract, all employees covered under this agreement shall make contributions for health insurance consistent with that which is required by P.L. 2010, Chapter 2 and P.L. 2011, formally known as Chapter 78.
- B. Benefits covered under this program are hospitalization, medical, laboratory services and major medical benefits of identical or substantially similar coverage.
 - 1. A Prescription plan identical or substantially similar coverage and administration as that provided by New Jersey State Health Benefits Plan. Co-Payments shall be established under the New Jersey State Health Benefits.
 - 2. Dental and orthodontic coverage and copayments shall be established by the City.
 - 3. The city will continue to provide a vision plan.
- C. The city will provide for diagnostic testing and, if necessary, the treatment of immediate family members of an employee who, as part of their employment, is believed, in the opinion of the attending physician, to have been exposed to a contagious disease that may have been transmitted to the immediate family members. Any subsequent expenses incurred on behalf of the family member(s) as a result of the diagnostic testing will be covered (refers to diseases such as, but not limited to Acquired Immune Deficiency Syndrome (AIDS), Hepatitis, Spinal Meningitis, Tuberculosis (TB), similar infections, and any airborne viruses).
 - 1. If a vaccine is mandated through the State or Federal level then the City if permitted by law can negotiate a fair and acceptable implementation while considering Medical and Religious exemptions.

- D. The City shall provide, at its own cost and expense, health insurance, (hospitalization and/or major medical, vision, dental and prescription) coverage for firefighter or fire officer permanently injured in the line of duty and caused to retire from the force, irrespective of years of service, because of such injury. Coverage shall include the firefighter or fire officer and his/her dependents. Coverage shall terminate when the employee receives coverage from Medicare or upon death of the employee. The determination of permanent injury shall be subject to medical examination by the City's physician and a physician of the firefighter or fire officer's choice.
- E. Employees entitled to retire with health care benefits provided by membership in the State Health Benefits Plan, via the City, shall be those who have: 1) 25 years of service with the City of Wildwood; 2) 25 years of service in the State of New Jersey Pension with at least ten (10) years of such service rendered as a regular full-time employee in another municipality in the State of New Jersey, or as a regular full-time New Jersey County or State employee, the City will nevertheless provide the benefits set forth above provided that the retiree has at least fifteen (15) years of service as a regular full-time employee with the City of Wildwood.
- F. Employees retiring on or after January 1, 2015, shall be required to pay, *via* a procedure to be determined by the City, Five Percent (5%) of their total annual pension wage and paid to the City for health insurance contribution, not to exceed 50% of the premium. Should the State of New Jersey enact legislation that mandates health benefit contributions by retirees, the above contribution shall be the maximum contribution paid by employees covered by this contract, unless contrary to state law. Eligible employees retiring before January 1, 2015, shall be required to pay 1.5% of their total annual pension wage for their health insurance contribution.

ARTICLE IX

SICK LEAVE

A. Service Credit for Sick Leave

1. All permanent employees or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to work by reason of personal illness, accident or exposure to contagious disease. Such leave may also be used for short periods because of death in the employee's immediate family or for attending to an immediate family member who is seriously ill.
3. If an employee exhausts all his/her sick leave, another employee may donate, on a case-by-case basis, up to three (3) sick days per year to be utilized by the employee having no sick leave remaining. An employee's decision to donate sick days shall in no way affect his/her right to sell back sick days under the provisions of this Agreement.
4. When an employee donates sick time or uses donated sick time, donations will be pooled by "day," regardless of the hours per day or money value per day for either donor or employee donating
5. The designated recipient of the pool shall utilize that time at the dollar value for which the recipient is compensated in his/her daily rate.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full time (twelve month) full shift employee on the basis of twelve (12) hours per month during the first calendar year of employment after initial appointment and one hundred eighty (180) hours in every calendar year thereafter. Part time permanent employees shall be entitled to sick leave as established by regulation.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his/her 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/her superior may be the cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
 - b. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.
 - a. An employee who has been absent on sick leave for periods totaling ten (10) days unexcused in one calendar year consisting of periods of less than five (5) days shall submit acceptable medical evidence for any additional sick leave in that year unless such an illness is of a chronic or recurring nature, requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.
 - b. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

2. The City may require an employee who has been absent because of personal illness, as a condition of his/her return duty, be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

E. Sick Leave Termination

1. Employees shall be reimbursed for accrued sick leave in accordance with the provisions of the City of Wildwood Ordinance No. 1010 copy annexed.
2. In the event of the death of an employee who has not utilized accumulated sick leave, said employee's estate shall be compensated for accumulated sick leave in accordance with the terms and conditions set forth herein.

F. Bereavement Leave

1. In the case of death in the immediate family, an employee shall be granted five (5) consecutive leave days to include day of death and day of the funeral.
2. Immediate family shall be defined as the employee's husband, wife, child, step child, father, mother, brother, sister, grandparent, father-in-law, mother-in-law, step-sister, step-brother, and grandchild.
3. In the case of the death of a grandparent-in-law, brother-in-law, sister-in-law, aunt or uncle, an employee shall be granted leave for up to two (2) days to include day of death and day of funeral.
4. Reasonable verification of the event may be required by the City.

G. Injury Leave

1. Employees injured by a work-connected injury shall have their case reviewed by the City. In the sole discretion of the City, an employee may be entitled to full pay for any portion of said disability up to one year. Employees receiving full pay shall turn over all workers' compensation benefits to the City.
2. The City agrees to pay employees at their regular rate of pay during periods of disability due to a work-incurred injury for a period of three (3) months from the date of such disability, provided such employee is incapable of performing his/her normal duties and such disability is established by the City Physician or his/her designee.
3. The City, at its option and under certification by the City Physician or his/her designee, may extend the disability for no more than three (3) additional separate

periods not exceeding three (3) months each, the City Physician or his/her 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/her 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/her entire salary payment, or the City shall pay only the difference.
5. In the event the City Physician or his/her designee does not certify that the injury or illness can be cured within one (1) year, no leave of absence shall be granted under this Article.
6. If an employee sustains a work-related injury and is scheduled for light duty, then such employee may consult with a physician or obtain a physical during working hours, if necessary.

H. Personal Leave

1. Employees shall be provided seventy-two (72) hours of personal leave each year. This personal leave must be used within the calendar year or lost. This time cannot be accumulated or returned for cash payment.
2. In accordance with the following schedule, an employee who uses less than the listed number of sick leave shifts in a calendar year shall have the City compensate him or her up to two week's personal leave at the year's rate of pay, in cash for the time in the first pay of the following year. In such event, shall have the request verified by the Chief and submitted to the City Treasurer by the time payroll sheets are to be submitted for the first pay in January. The schedule is as follows

Sick leave hours for less than 3 shifts used	Up to 84 hours payment
Sick leave hours for between 3-5 shifts inclusive	Up to 60 hours payment

First year employees shall not be eligible to sell back personal time.

I. Maternity Leave

1. Maternity Leave shall be in accordance with the City of Wildwood Employee Manual and Local Ordinance 323-10-16.

ARTICLE X

STAFFING AND SALARIES

The structure of the Department shall be, a Chief, a Deputy Chief, four (4) Captains and eighteen (18) firefighters. Any changes to this staffing shall be agreed upon through an MOU.

See Appendix "A" for Wage Scale for Captains and firefighters. During the term of the Contract, Article X, Appendix "A", the City and Union agree that the herein provision may be negotiated annually for an increase, but never less than starting point, without having any effect on the balance of the contract.

ARTICLE XI

SAFETY AND EDUCATIONAL TRAINING

- A. When the Department Head receives notice of availability of job-related schools, said Department Head shall post on the Department Bulletin Board a notice advising all employees of the availability of said schools and seminars,
- B. Employees shall be paid at the applicable rate of pay for attendance at schools when attendance at said schools is required by the City for the employee to maintain his/her 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/her present position.
- D. There is herewith established a Safety Committee to serve as a forum for representatives of the City and the Local to meet and discuss such items as training, equipment, uniforms, turn-out gear and other subjects relevant to the administration of fire protection and rescue services to the City of Wildwood. Its composition shall include three (3) representatives of the Local, the Fire Chief; the City Personnel Officer and the Commissioner of Public Affairs and Safety. It shall be chaired by the Commissioner of Public Affairs and Public Safety and its actions shall be non-binding upon the City and are advisory only.
- E. If approved by the City in its discretion in advance, job-related training will be paid for by the City.
- F. In addition to salaries, employees who have a Bachelor's or Associates Degree in a recognized area of fire prevention or control, or a field reasonably related thereto, from an accredited College, shall receive an annual payment of One Thousand Seven Hundred Dollars (\$1,700.00) for Master's Degree; One Thousand Four Hundred Dollars (\$1,400.00) for Bachelor's Degree; and, Eight Hundred (\$800.00) for Associate's Degree.
- G. The City will provide and conduct mandatory firefighter training on subjects such as: SCBA, Rescue and Confined Space Rescue, Right to Know, Haz-Mat refreshers and updates for awareness, operations and technician levels, Blood Borne Pathogens, Live Fire Training, etc. The City shall give notice two (2) weeks prior to any mandated classes/training as to the date, time and location of said training. Annual training will consist of four (4) quarterly, 6-hour blocks of training.

- H. The cost to provide recertification for members holding a fire inspector, fire official or fire instructor certificate shall be borne by the City. The City shall provide compensation should such recertification take place during off-duty time. However, any such compensation shall be at straight time rates and overtime shall accrue with regard to same.

ARTICLE XII

CLOTHING ALLOWANCE

- A. The City shall furnish all initial issue of uniforms to all new employees. Such issue shall include Two (2) winter and Two (2) summer uniforms. The winter uniform shall consist of, two (2) pairs of pants, two (2) shirts, one belt, one rain coat, and one job shirt. The summer uniform shall consist of one belt, two (2) pairs of shorts, and two (2) polos. Upon hiring the member shall be provided with a Class A uniform which shall consist of the following: hat with badge, dress jacket, dress pants, dress belt, long sleeve light blue shirt, short sleeve light blue shirt, tie, two (2) numbered badges, W.F.D. collar brass and name plate. If an employee is promoted or demoted, all uniforms shall be provided at the expense of the City.
- B. The City shall provide each employee with an allowance for clothing of One Thousand Dollars (\$1,000.00) per year for all members, excluding the members first year as his/her clothing shall be provided. A clothing list will be provided by the Fire Chief or Deputy Fire Chief by March 1st. Additional items may be ordered outside of said list with approval by the Fire Chief or Deputy Fire Chief.
- C. Uniforms, turnout gear or shoes damaged in the line of duty shall be replaced by the City. The City shall not replace uniforms, turnout gear or shoes damaged through neglect of the employee. Such determination shall be made by the Chief.
- D. Eyeglasses destroyed or damaged in the line of duty shall be repaired or replaced. The City shall pay the balance of the costs for such replacement over and above the members insurance.
- E. Each firefighter shall be assigned a scan-able two-way radio with microphone. The City shall determine specifications and costs.
- F. Each firefighter shall be assigned an SCBA mask of his/her own, fitted for their personal use.
- G. Each firefighter shall be provided a Gemtor Harness.
- H. Any employee whose watch is broken in the line of duty, and not through the negligence of said employee, shall receive compensation in the maximum amount of Fifty Dollars (\$50.00) with regard to said watch.

ARTICLE XIII

UNSAFE VEHICLES

An apparatus which is declared unsafe by the Fire Chief, or his designee, shall be taken out of service and repaired immediately.

ARTICLE XIV

SAVINGS BONDS

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

ARTICLE XV

Housekeeping

- A. One bulletin board shall be made available by the City in the Fire Department. This bulletin board may be utilized by the Local for the purpose of posting announcements and other information of a non-controversial nature. The Department Head or his/her representative may remove from this bulletin board any material which does not conform with the intent and provisions of this Article.

ARTICLE XVI

WORK RULES

A. Work Schedule

1. The City shall have the absolute, unqualified right to change the present work schedule to provide the Local with thirty (30) days' notice of any such changes in order for the City and Local to negotiate the impact of such changes, if any.
2. The present work week shall be the "10-14" system." This system involves 42 hours of work per week over an 8-week cycle.
3. A working day is an assigned shift of either 10 hours or 14 hours.
4. At no time will there be less than three (3) full time firefighters on duty per shift.
5. In the event of an emergency, the shift senior employee may utilize another employee to complete the shift. In the event that a full-time employee is utilized and said employee works only a portion of the shift, then said employee may utilize his/her or her accrued hours of vacation time as a credit in order to be paid for a full shift.

B. The City may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to the Agreement and further provided that the Local shall have the right to grieve with reference to the same within ten (10) calendar days after the same are posted or disseminated and/or copy received too Local. Such notice shall be served upon the current FMBA President or the Duty Officer at the time the notice is delivered.

C. The Local acknowledges that one of the base missions of the Fire Department and the Division of Municipal Firefighting is to provide Ambulance/Rescue Service to the City of Wildwood and that all employees of the Department must comply with State regulations regarding the provisions of such service, with Section D below to serve as a minimum, if the State mandates a lesser standard.

D. It is specifically agreed and understood that, as of January 1, 2015, all firefighters shall have and maintain, as a condition of employment, certification as an EMT-B. The cost to provide recertification of Local members to meet State standards (or the standards of this Agreement) shall be borne by the City and shall take place during duty time insofar as permitted and possible, that no time and one-half overtime payments shall be paid for

training, and that the City shall not subsidize additional off duty training if a member fails a program. In such a case, the member must obtain the certification at his/her own cost.

- E. As an incident of his/her employment, each employee shall be required to report for duty and shall be marked "on duty" by his/her immediate supervisor, in the event that there is a "call-back" or a "request for assistance" by the highest-ranking firefighter 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/her duties as an employee and shall be entitled to all of the benefits to which he would be entitled during his/her normal hours and duty. In this regard, if any incident is less than one-half (1/2) hour, then payment will be made for at least one-half (1/2) hour. If any incident is longer than one-half (1/2) hour, then payments shall be calculated straight time and one-half, to the nearest half hour.
- F. Any employee called into the Armed Forces of the United States during a National Emergency shall receive the protection of all applicable laws.
- G. Employees who are called into service by units of the National Guard or Reserve units shall receive time off with pay for two weeks of required annual field training only.
- H. There shall be an annual stipend in the amount of Two Thousand Dollars (\$2,000.00) paid to the assigned Senior Firefighter who assumes the duties of an officer in charge on occasions when a Captain is off. Said stipend is to be paid in the last pay of December.
- I. Employees shall receive the number of hours worked as overtime when mandated to work additional to their contractually agreed upon hours or on a "special" event.

ARTICLE XVII

MISCELLANEOUS

- A. Whenever a member of the Local is a defendant in any action or legal proceeding arising out of or incidental to the performance of his/her 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/her defense in disciplinary or criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary action or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally be determined in favor of the member or officer, he shall be reimbursed for the expense of the defense.
- B. A member of the Local who is subpoenaed and called to testify in a legal action as a direct result of a work incident shall receive a minimum of two (2) hours overtime and said time shall be calculated at time and one-half.
- C. All equipment will meet PEOSHA standards.
- D. Firefighters shall have access to a critical stress management resource.
- E. Employees shall receive the reimbursement provided pursuant to current IRS Regulations with using their own vehicles.
- G. In the event that a municipal recall is placed within the city, then the first two (2) employees to respond will be compensated \$75.00 per man per incident for 2022, and then \$150.00 per man per incident for 2023, 2024, and 2025.
- H. In the event of a consolidation, the Union shall be given notice and an opportunity to provide input. The city agrees not to decrease member's pay or step in the event of a consolidation or "merger".

I. By January 15th of each year of the Contract, the Union shall submit to the Chief Financial Officer of the City of Wildwood a current roster list itemizing comp time for each member of the unit. The CFO shall review the same with the Fire Chief and confirm its accuracy and veracity. This shall be accomplished within forty (40) days. Thereafter, the appropriate representatives of the parties shall initial the change and shall be appended to the Agreement so that, on an annual basis, there is a record of comp time in order to avoid confusion for future administrations. Members are eligible to sell back up to sixty (60) hours of compensatory time annually. Such payment shall be made in the first pay of December each year.

J. Effective January 1, 2011, all leave time (Vacation and Sick) earned shall be on a pro-rated basis and with anticipation of employment throughout the calendar year.

K. Line of Duty Death

1. In the event a Firefighter dies in the line of duty, the city agrees to pay for any unpaid funeral expenses not to exceed \$15,000.00

ARTICLE XVIII

NO STRIKE PLEDGE

- A. The Local covenants and agrees that, during the term of this Agreement, neither the Local nor any person acting in its behalf, will cause, authorize, or support, nor will any of its members, take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the City. The Local agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by a Local member shall entitle the City to invoke any of the following alternatives:
 - 1. Withdrawal of dues deduction privileges.
 - 2. Such activity shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Civil Service Law.
- C. The Local will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the City.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunctions or damages or both in the event of such breach by the Local or its members.

ARTICLE XIX

NON-DISCRIMINATION

- A. There shall be no discrimination by the City or Local against an employee on account of race, color, creed, sex, national origin or sexual or gender identity.
- B. There shall be no discrimination, interference, restraint, or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Local or because of any lawful activities by such employee on behalf of the Local. The Local, its members and agents shall not discriminate against, interfere with, restrain, or coerce any employees covered under this Agreement who are not members of the Local and shall not solicit members in the Local or the payment of dues during working time.

ARTICLE XX

SEPARABILITY AND SAVINGS

- A. All salary or wage increases or other economic changes will be put into effect. In the event any or all of the salary increases for the term of this Agreement or beyond cannot legally be made effective, such increases shall be omitted or proportionately adjusted according to law.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal or competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXI

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargain-able issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This clause represents a specific waiver by the Union to bargain over any term and condition of employment during the term of this Agreement, including those arising out of management's actions in either changing or eliminating any pre-existing benefit or working condition which is not already covered in this Contract.

ARTICLE XXII

DEDUCTIONS FROM SALARY

- A. The City shall deduct from the salaries of its employees who are members of the Local, subject to this Agreement, the local dues. Such deductions shall be made in compliance with Chapter 310 of the public Laws of 1967, N.J.S.A. 52:14-15.9e, as amended. Such monies, together with records of any corrections, shall be transmitted to the Local office by the fifteenth of each month following the monthly pay period in which deductions were made.
- B. The City shall deduct from the salaries of all permanent and provisional employees, subject to this Agreement, who are not Local members, a representation fee in lieu of dues for services rendered by the Local, in an amount equal to Eighty Five Percent (85%) of the Local's regular membership dues to the extent permitted by law; to the extent provided and limited pursuant to Chapter 310 of the Public Laws of 1967, N.J.S.A. 52:14-15.9e; and to the extent that any assessment is imposed upon its local membership, the Local may assess those non-Local members identified in this paragraph B to a maximum Eighty Five Percent (85%) of any assessment; provided, however, that said assessment and the proceeds thereof shall be used solely and exclusively for legal costs and dues.
- C. The deductions referenced in Sections A and B hereinabove, together with detailed records relating thereto, shall be transmitted to the Local office by the fifteenth day of each month following the monthly pay period in which said deductions were made.
- D. The Local shall indemnify and hold harmless, including legal fees, the City from and on account of any and all claims by a City employee or any third party for the improper deduction of such dues or fees which improper deduction was not occasioned by negligence of the City.
- E. If during the life of this Agreement there shall be any change in the rate of membership dues, the Local shall furnish to the City written notice prior to the effective date of such change, and shall furnish to the City new authorization from its members showing the authorized deduction for each employee.
- F. The Local will provide the necessary "check-off-authorization" forms and deliver the signed forms to the City Treasurer. The Local shall indemnify, defend and shall save the City harmless against any and all claims, demands, suits or other form of liability that may arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the Local to the City.

ARTICLE XXIII

TERMS AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2022, and shall remain in effect to and including December 31, 2025, without any reopening date except as noted herein. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least one hundred twenty (120) days prior to the expiration date of this Agreement of the desire to change, modify or terminate this Agreement.

ARTICLE XXIV

OVERTIME AND COMPENSATORY TIME

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

- A. Overtime. Overtime shall be distributed equally, insofar as practicable, among the full-time members who are eligible and able to perform, being offered in accordance with a list of all employees, in order of seniority,
- B. An overtime list shall be maintained and post the list of current full-time employees.
- C. Overtime opportunities shall be first offered to all eligible full-time employees prior to offering the overtime to part-time employees.
- D. The overtime list will be a rotation of names from the most senior employee to the least senior employee, on a continual rotation and does not reset at the end of a calendar year.
- E. Once an employee accepts or declines an overtime assignment he would stay in position on the list and not be offered an assignment again until a full rotation of the list. Failure to respond back to a call for overtime within fifteen (15) minutes shall constitute declining the assignment.
- F. Being ineligible for an overtime assignment because an employee is working on the shift where overtime is needed or is out on approved sick/disability leave, does not constitute declining the assignment such that that employee remains eligible to be called and offered the next overtime assignment for which he is eligible. Being out on vacation does not constitute the employee remaining in the rotation. Employee on vacation, whether approved or not, must choose to accept or turn down overtime assignment.
- G. If an emergency situation arises, as determined by the Fire Administration, and time does not allow for making request through the rotating list, full-time firefighters may be required to take an overtime assignment as directed by the Fire Chief. However, such emergency overtime assignments may last only so long as necessary before making requests through the rotating list. Service in an emergency overtime assignment shall not affect eligibility for being offered overtime from the rotating list.
- H. Comp time may be carried over annually with a max balance of 400 hours. You may sell back up to sixty (60) hours of comp time annually. Your comp time sell back may be deposited in to a deferred comp fund.

ARTICLE XXV

FIRE PREVENTION BUREAU

There shall be a Fire Prevention Bureau established within the City of Wildwood Fire Department which shall be responsible for enforcing the New Jersey Uniform Fire Safety Act. The Fire Prevention Bureau will be supervised by a firefighter assigned to that office. The Fire Prevention Bureau will also have one (1) full-time firefighter detailed/assigned to that office who will assist in the enforcement of the New Jersey Uniform Fire Safety Act. The designated Fire Official, other than the Chief, Deputy Chief, assigned to the Fire Prevention Bureau shall be entitled to an increase in salary of \$5,000.00 added annually to their base salary for the duration of that assignment.

- A. Members assigned to the Fire Prevention Bureau will work a 42-hour work week. The assigned work schedule will be set by the Deputy Fire Chief of the Department. The typical workday will take place between Monday through Friday and between the hours of 08:00 and 18:00 but can be adjusted due to need or workload. The Deputy Fire Chief has the ability to adjust the schedule at the request of the Officer/Firefighter in charge of running the office.
- B. Overtime will be compensated per contract Articles X and XXIV. The members working in the Fire Prevention Bureau shall be included in all overtime opportunities offered to the members working shift work on a Platoon. They will be contacted for all staffing shortages or additional need when their turn arises.
- C. Members assigned to the Fire Prevention Bureau are firefighters first and foremost. They are interchangeable with the members working on a Platoon and can be reassigned by the Fire Chief or Deputy Fire Chief.
 - 1. A permanent assignment change requires a 30-day transitional period unless waived by all members being changed or moved.
 - 2. A temporary assignment change can be done at the discretion of the Fire Chief or Deputy Fire Chief.
 - 3. If a member of a Platoon is injured on or off duty or is found to be temporarily unable to work and is able to perform "light duty" then he/she shall be given the opportunity to work

in the Fire Prevention Bureau until cleared from “light duty”. The Fire Chief or Deputy Fire Chief has the ability to send either member of the Fire Prevention Bureau to work on Platoon. If any switch may create overtime, then the member shall be compensated appropriately. It is at the discretion of the Firefighter and the Fire Chief or Deputy Fire Chief to work a light duty assignment outside of the Fire Department.

ARTICLE XXVI
DRUG AND ALCOHOL

Insert content of Article here

City of Wildwood
Fire Department- FMBA
Contract 2022-2025

	2021	2022	2023	2024	2025
		0%	1%	2%	2%
1	35,000	42,026	42,446	43,295	44,161
2	42,026	47,053	47,524	48,474	49,443
3	47,053	52,880	53,409	54,477	55,567
4	52,880	58,307	58,890	60,068	61,269
5	58,307	63,734	64,371	65,658	66,971
6	63,734	69,161	69,853	71,250	72,675
7	69,161	74,588	75,344	76,841	78,378
8	74,588	80,015	80,815	82,431	84,080
9	80,015	85,442	86,296	88,022	89,782
10	85,442	90,869	91,778	93,614	95,486
11	90,869	96,297	97,260	99,205	101,189
12	96,297	100,536	101,541	103,572	105,643
13	101,724	104,776	107,919	111,157	113,380
		3%	3%	3%	2%
Captain II	106,089	109,272	112,550	115,927	118,246
Captain I	109,975	113,274	116,672	120,172	122,575
Captain	116,131	119,615	123,203	126,899	129,437

12/1/22

By this agreement the parties, City of Wildwood and Wildwood FMBA Local No. 50 state their intent and in witness whereof, hereto have set their hands at City of Wildwood, State of New Jersey on this ____ day of November, 2022.

CITY OF WILDWOOD

By: 
Peter Byron, Mayor

By: 
Karen M. Gallagher, Deputy City Clerk

WILDWOOD FMBA LOCAL NO. 50

By: 
Lynn S. DiAngelo

By: 
Gerald J. Messer