

3-0119

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PREAMBLE

This Agreement entered into this _____ day of _____ 1973, 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 the "City", and LOCAL NO. 1983, CIVIL AND PUBLIC EMPLOYEES OF WILDWOOD, N. J., INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, AFL-CIO, hereinafter called the "Union" represents the complete and final understanding on all the bargainable issues between the City and the Union.

ARTICLE I

RECOGNITION

A. In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated Dec. 11, 1972 (Docket No. RO-511), the City recognizes the Union as the exclusive collective negotiations agent for all employees covered in the aforementioned Certification and more specifically enumerated by job titles in Appendix A.

ARTICLE II

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, 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.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

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. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

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 an individual, the Union or the City.

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 two (2) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said two (2) working days shall be deemed to constitute an abandonment of the grievance.

(b) The Supervisor shall render a decision within five (5) working days after receipt of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been

reached, the employee shall, in writing and signed, file his complaint with the department head (or his representative) within five (5) working days following the determination by the Supervisor.

(b) The department head, or his representative, shall render a decision in writing within five (5) working days from the receipt of the complaint.

Step Three:

(a) In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the department head the matter may be submitted to the Mayor and Commissioners.

(b) The Mayor and Commissioners shall review the matter and make a determination within ten (10) working days from the receipt of the complaint.

Step Four

Should the aggrieved person be dissatisfied with the decision of the Mayor and Commissioners, the Union may file where appropriate for the submission of the grievance to arbitration by a Board of Arbitration. The Board of Arbitration shall consist of one member selected by the Union, one member selected by the City and a third impartial member selected by the two. A majority decision in each instance shall be final and binding.

D. Union Representation in Grievance Procedure

1. At the request of the aggrieved employee, the Shop Steward may participate in the grievance procedure at Step One.

2. The International Representative of the Union may participate in the grievance procedure at Step Two.

3. The International Representative and the Shop Steward of the Union may participate in the grievance procedure at Step Three.

ARTICLE IV

SENIORITY

Seniority, which is defined as continuous employment with the City from date of last hire, will be given a due consideration by the City

ARTICLE V

UNION REPRESENTATIVES

A. Accredited representatives of the Union 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 Union decides to have its representative enter the City facilities or premises, it will request such permission from the appropriate City representatives 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 employees. There shall be no Union business transacted nor meetings held on City time or property.

B. One Shop Steward and one assistant Shop Steward may be appointed to represent the Union in grievances with the City.

ARTICLE VI

HOURS AND OVERTIME

A. The normal working week shall consist of the hours noted below:

1. Lifeguards, medical personnel and beach police — Forty-eight hours per week, that is, eight (8.0) hours per day, six (6) days per week.
2. Overtime shall be distributed as equitably as possible.

ARTICLE VII

BULLETIN BOARD

One bulletin board shall be made available by the City at the following location: Lincoln Ave. Beach Patrol House.

These bulletin boards may be utilized by the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The department head or his representative may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

ARTICLE VIII

WORK RULES

The City may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that the Union shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or a copy sent to the Union.

IX. PERSONNEL EQUIPMENT

A. Each lifeguard shall be issued various articles of regulation clothing, the cost of which shall be deducted in equal installments from the employee's first two paychecks. Said deductions shall be reimbursed to each guard at the satisfactory conclusion of the employment term and the return of said equipment in good condition, normal wear and tear excepted.

B. The Shop Steward or his designee, and the Captain or his designee shall make the determination at the time said equipment and assessments, if any, to be levied on account of the unusual depreciation of said equipment.

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 any Union member shall entitle the City to invoke any of the following alternatives:

1. Such activity shall be deemed grounds for termination of employment of such employee or employees.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE X

NON-DISCRIMINATION

A. There shall be no discrimination by the City or the Union against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, 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 Union and shall not solicit membership in the Union or the payment of dues during working time.

ARTICLE XI

DEDUCTIONS FROM SALARY

A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(e), as amended. Said monies together with records of any corrections shall be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice prior to the effective date of such change and shall furnish to the City new authorizations from its members showing the authorized deduction for each employee.

C. The Union will provide the necessary "check-off authorization" form and deliver the signed forms to the City Comptroller. The Union 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 action taken by the City in reliance upon salary deduction authorization cards submitted by the Union to the City.

ARTICLE XII

WORKMENS COMPENSATION

A. Personnel covered by and under this Agreement shall be covered by Workmen's Compensation the cost of which shall be borne by the City.

ARTICLE XIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XV

TERM AND RENEWAL

This Agreement shall be in full force and effect as of May 15, 1973 and shall remain in effect to and including December 31, 1973, without any reopening date. 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 ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set

their hands and seals at Wildwood, New Jersey, on this
of _____, 1973

day

LOCAL NO. 1983,
CIVIL AND PUBLIC EMPLOYEES
OF WILDWOOD, N.J.,
INTERNATIONAL BROTHERHOOD
OF PAINTERS AND ALLIED TRADES,
AFL-CIO

CITY OF WILDWOOD,
CAPE MAY COUNTY, NEW JERSEY

BY: John D. Tuckee

BY: Guy A. Pugiani
mayor

ATTEST: Richard P. Gaska

ATTEST: _____

APPENDIX A

<u>CLASSIFICATION</u>	<u>YEARS</u>	<u>SALARY PER DIEM</u>
Lifeguards, Medics and Beach Police	5	\$ 20.00
	4	19.00
	3	18.00
	2	17.00
	1	Starting salary not to exceed \$15.00 per day.

John J. Praker
Richard P. Gussler
Mayor Guy J. Mugzansi
Alfred M.