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05-14  
Cape May

THIS DOES NOT  
CIRCULATE

AGREEMENT  
between

CITY OF WILDWOOD, CAPE MAY COUNTY

NEW JERSEY

and

WILDWOOD LOCAL NO. 50

FIREMAN'S BENEVOLENT ASSOCIATION

OF NEW JERSEY

January 1, 1979 through December 31, 1980

LIBRARY  
Institute of Management and  
Labor Relations  
AUG 6 1979  
RUTGERS UNIVERSITY

THIS DOES NOT  
CIRCULATE

## PREAMBLE

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, 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 WILDWOOD LOCAL NO. 50, the "Local" represents the complete and final understanding on all bargainable issues between the City and the Local.

## ARTICLE I

### RECOGNITION

A. The City hereby recognizes the Local as the exclusive collective negotiations agent for all employees covered herein and more specifically enumerated by job titles as set forth in Appendix A.

## ARTICLE II

### MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, 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 provision 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 and 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 here means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by the Local or the City.

C. 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

(a) If the grievance is not settled through Steps One, Two or Three, either party may refer the matter to the Public Employee Relations Commission within ten (10) days after the determination by the Mayor and Commissioners. An Arbitrator shall be selected pursuant to the Rules and Regulations of the Public Employees Relations Commission.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Mayor and Commissioners.

(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 the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(d) The Arbitrators decision shall be binding on both parties.

## ARTICLE IV

### SENIORITY

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

## ARTICLE V

### UNION REPRESENTATIVES

A. Accredited representatives of the Local may enter the City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Local decides to have its 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 nor meetings held on City time or property.

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

## ARTICLE VI

### HOLIDAYS

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

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

B. Employees shall be granted a holiday whenever same is declared by Proclamation of the President of the United States or the Governor of the State of New Jersey.

## ARTICLE VII

### VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of one working day of vacation for each full month of service during the remainder of the calendar year following the day of appointment; sixteen (16) working days vacation thereafter for every year and up to ten (10) years and twenty (20) working days vacation after the completion of ten (10) years and up to fifteen years of service, and twenty four (24) working days vacation after the completion of fifteen (15) years and up to twenty years of service, and twenty-eight (28) working days vacation after the completion of twenty (20) years of service.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

C. The vacation provisions of this Article shall apply only to permanent full time (twelve month) full shift employees.

D. Each vacation day shall be equivalent to one twelve hour work period (or working day).

## ARTICLE VIII

### HOSPITALIZATION AND INSURANCE

A. Blue Cross and Blue Shield coverage with Rider "J" provisions, and a Prudential Insurance Co. major medical policy up to \$15,000 with \$100 deductable and 80 percent payment of all charges not covered by the Blue Cross and Blue Shield plans at the commencement of the third month of unemployment.

B. Blue Cross Prescription Drug Plan One (1.00) Dollar Co.-pay.

C. Commencing January 1, 1980, Health Service, Incorporated (HSJ - Blue Cross-Blue Shield) Basic (UCR) Dental Prescription Plan.

## ARTICLE IX

### SICK LEAVE

A. Service Credit for Sick Leave

1. All permanent employees, full time temporary, or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon the member of the immediate family who is seriously ill.

3. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full time (twelve month) full shift, employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter. Part time permanent employees shall be entitled to sick leave as established by regulation.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year

to year to be used if and when needed for such purpose.

### C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

(a) Failure to notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

### D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

(a) An employee who has been absent on sick leave for periods totalling ten (10) days in one calendar year consisting of periods of less than five (5) days shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.

(b) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.

3. In case of death in the immediate family, reasonable proof shall be required.

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

### E. Sick leave Termination

1. Employees shall be reimbursed for accrued sick leave in accordance with the provisions of the City of Wildwood Ordinance No. 813 as amended.

2. In the event of the death of an employee who has not utilized accumulated sick leave, said employee's estate shall be compensated for accumulated unused sick leave in accordance with the terms and conditions as set forth herein.

## ARTICLE X

### SALARIES AND COMPENSATION

A. Commencing January 1, 1979, a wage plan as set forth in Appendix A., shall go into effect.

## ARTICLE XI

### LONGEVITY

A. The following longevity plan shall be instituted upon the employee's length of continuous and uninterrupted service with the City:

1. Five (5) years of service - 2% longevity pay based upon employee's base salary.
2. Ten (10) years of service - 4%.
3. Thirteen (13) years of service - 6%.
4. Sixteen (16) years of service - 8%.
5. Nineteen (19) years of service or more - 10%.

B. Deputy pay shall be included in the computation of longevity.

C. Longevity pay shall be computed as of January 1 and July 1 of each year.

## ARTICLE XII

### 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 for said schools or seminars.

B. The firefighters shall be paid at their regular rate of pay for attendance at schools when attendance at said schools is required by the City for the employee to maintain his present employment position.



C. The City shall reimburse all employees for gasoline and tolls while attending a school required by the City for the employee to maintain his present position.

#### ARTICLE XIII

##### CLOTHING ALLOWANCE

A. The City shall continue to furnish an initial issue of uniforms to all new firefighters.

B. Thereafter, annually on or before April 1st of each year the City shall issue three sets of uniforms for each employee.

C. Uniforms damaged in the line of duty shall be replaced by the City.

#### ARTICLE IV

##### PERMISSION TO LEAVE THE CITY

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

#### ARTICLE XV

##### UNSAFE VEHICLES

A. An apparatus which is declared unsafe by the Head of the Department, or his designee, shall be repaired immediately or removed from service.

#### ARTICLE XVI

##### SAVINGS BONDS

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

#### ARTICLE XVII

##### BULLETIN BOARD

A. One bulletin board shall be made available by the City in the Fire Department. This bulleting board may be utilized by the Local

or the purpose of posting 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 XVIII

### WORK RULES

A. The City shall maintain the absolute unqualified right to change the present work schedule to achieve a forty hour or forty two hour work week.

1. Notwithstanding the above, the Local and the City shall negotiate the scheduling of hours by and under which said forty (40) hours or forty two (42) hour work week shall be implemented.

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

C. The Local acknowledges and agrees to undertake any and all education and duties assigned thereto and to its membership and to cooperate fully to assist City to impliment an ambulance rescue service as an additional function of the fire department.

## ARTICLE XIX

### 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 convenanted and agreed that participation in any such activity by any Local member shall entitle the City to invoke any of the following alternatives:

1. Withdrawal of dues deduction privileges.

2. Such activity shall be deemed grounds for termination of employment of such employee or employees, subject however, to the application of the Civil Service Law.

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

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

## ARTICLE XX

### NON-DISCRIMINATION

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

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

## ARTICLE XXI

### SEPARABILITY AND SAVINGS

A. All salary or wage increases or other economic changes will be put into effect only to the extent that same may legally be put into effect. In the event any or all of the salary increases for the term of this Agreement or beyond cannot legally be made effective, such increases shall be omitted or proportionately adjusted according to law.

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

## ARTICLE XXII

### 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 to any such, 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 XXV

TERM AND RENEWAL

This Agreement shall in in full force and effect as of January 1, 1979 and shall remain in effect to and including December 31, 1980, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one part or the other gives notice, in writing at least one hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Wildwood, New Jersey on this \_\_\_\_\_ day of \_\_\_\_\_, 1979.

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

CITY OF WILDWOOD  
CAPE MAY COUNTY, NEW JERSEY

By Stanley M. Oamundsen  
Lenore L. Larrillo  
Attest \_\_\_\_\_

By [Signature] Mayor  
Attest [Signature]  
City Clerk.  
[Signature]  
City Clerk.

APPENDIX A  
CITY OF WILDWOOD  
WILDWOOD LOCAL NO. 50  
SALARY SCALE

<u>Title</u>	<u>1979</u> <u>SALARY</u>	<u>1980</u> <u>SALARY</u>
Chief Mechanic	\$21,725.00	See Note 1
Lieutenant	19,045.00	See Note 1
Fireman		
Fourth Year	17,548.00	See Note 1
Third Year	15,835.00	See Note 1
Second Year	13,910.00	See Note 1
First Year	11,770.00	See Note 1

Note 1. Cost of living escalator. In 1980, all employees will receive a salary increase to the extent that the cost of living index on December 1st of the prior contract year is greater than the cost of living index on the previous December 1st. Such cost of living increment shall be determined for 1978 by subtracting the amount in the All Items Column, the consumer price index for the month of November, 1978, from the corresponding index number for November, 1979. Said numbers shall then be converted to a percentage and each employee shall receive as an increase an increment equal to the amount that said percentage is of their total salary. The consumer price index referred to herein is the revised consumer price index, U.S. (57-59 equals 100 new series beginning with January, 1978) reflecting the change in prices of goods and services purchased by all urban consumers (CPI-U) in the Philadelphia-South Jersey region as published by the Bureau of Labor Statistics, U.S. Department of Labor. If the Bureau of Labor Statistics changes form or the basis of calculating consumer price index, the parties agree to request the Bureau to make available for the life of this Agreement, a monthly consumer index in its present form and calculated on the same basis as the index for November, 1978.