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05-11

A G R E E M E N T

Between:

CITY OF WILDWOOD,
CAPE MAY COUNTY, NEW JERSEY.

-and-

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

AUGUST 21, 1971 THROUGH DECEMBER 31, 1973.

PREAMBLE

This Agreement entered into this day of 1971, 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 July 9, 1971 (Docket No. RO-277), 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.

B. However, a dispute exists between the parties concerning the representation status of the following individuals with titles noted:

- 1.** Richard P. Gessler - Building Maintenance Foreman
- 2.** Eugene Ferguson - Maintenance Repairman Foreman
- 3.** John Kennedy - Parks Foreman
- 4.** Robert Corban - Beach Maintenance Foreman
- 5.** George Boehm - Water Repairman Foreman

C. On August 10, 1971, the parties submitted to the Public Employment Relations Commission a Petition for Clarification of Unit regarding the status of the aforementioned individuals and positions. These individuals will receive the same comparable 1971 salary increase as other employees without prejudice to the position of the parties before PERC regarding their representation status with respect to their inclusion or exclusion in the bargaining unit.

In the event PERC determines that any or all of the aforementioned individuals should be included in the bargaining unit, the parties will promptly enter into negotiations to determine salary rates for them for 1972 and 1973.

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 -- Civil Service:

Should the aggrieved person be dissatisfied with the decision of the Mayor and Commissioners, such person may file where appropriate for a Civil Service review in accordance with the Rules of the Department of Civil Service.

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 in accordance with Civil Service Regulations.

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 four assistant Shop Stewards may be appointed to represent the Union in grievances with the City. The assistant Shop Steward shall be one each from the following departments: Maintenance, Water, Sewerage Disposal and Clerical.

ARTICLE VI

HOURS AND OVERTIME

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

1. Clerical Employees -- Thirty-two and one-half (32-1/2) hours per week, that is, six and one-half (6-1/2) hours per day, five (5) days per week.

2. Maintenance Employees -- Thirty-five (35) hours per week, that is, seven (7) hours per day, five (5) days per week.

3. All other employees -- Forty (40) hours per week, that is, eight (8) hours per day, five (5) days per week.

B. All work performed in excess of the specified hours in any work day or any work week, consisting of less than a full shift shall be paid for at straight time.

C. Employees who work a full shift of overtime beyond the regular work day or a sixth or seventh shift in any work week shall be paid at the rate of straight time for such additional hours worked and in addition shall receive a compensable day off.

D. Compensable time off shall be scheduled by the City so as not to interfere with the work load of the City Government. However, the desires of the employee shall be taken into consideration in such scheduling.

E. Overtime shall be distributed as equitably as possible.

F. The overtime provisions of this clause shall apply only to permanent full time employees.

ARTICLE VII

HOLIDAYS

A. The following holidays shall be recognized:

- | | |
|--------------------------|--------------------------------|
| 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 |

B. Employees who are scheduled to work on the recognized holidays noted in this Article shall be paid at the rate of straight time for actual hours

worked on the holiday, plus a day paid at straight time for the holiday as such and a compensable day off.

ARTICLE VIII

VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of one working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days' vacation thereafter for every year and up to ten (10) years of service; fifteen (15) working days' vacation after the completion of ten (10) years and up to twenty (20) years of service; twenty (20) working days' vacation after the completion of twenty (20) years of service. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

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.

ARTICLE IX

HOSPITALIZATION AND INSURANCE

A. The City shall continue to provide enrollment in the State Health Benefits Program for all permanent or provisional employees who have been on the payroll for two months, at the beginning of the third month of employment.

B. The program provides for Blue Cross and Blue Shield coverage with Rider "J" provisions, and a Prudential Insurance Co. major medical policy up to \$15,000. with \$100. deductible and 80% payment of all charges not covered by the Blue Cross and Blue Shield.

C. The City shall continue to pay the full cost of the foregoing program.

ARTICLE X
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 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 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.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the City shall certify to the Department of Civil Service the employee's accumulated sick leave which shall be made a part of the employee's permanent record.

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 so 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 totaling 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.

ARTICLE XI

SALARIES AND COMPENSATION

A. All employees of the City, other than clerical, on the effective date of this Agreement shall receive a wage increase for the balance of 1971 as follows:

1. Up to and including \$4,500.00 -- \$400.00.
2. \$4,501.00 to \$5,500.00 -- \$200.00.
3. \$5,501.00 and over -- \$100.00.

B. All clerical employees of the City on the effective date of this Agreement shall receive a wage increase for the balance of 1971 in the amount of \$200.00.

C. Commencing January 1, 1972, a new wage plan, Appendix B, with an entrance salary and five steps shall go into effect. All employees shall be placed in the proper step closest to the 1971 wage rate.

D. Commencing January 1, 1973, a new wage plan, Appendix C, with an entrance salary and five steps shall go into effect. All employees shall be placed in the proper step in accordance with the step they were in on December 31, 1972.

E. For persons holding Deputy rank, base rate only will be utilized in determining 1972 and 1973 salaries.

ARTICLE XII

LONGEVITY

A. Effective January 1, 1973 the following longevity plan shall be instituted based 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. Fifteen (15) years of service -- 6%.
 4. Twenty (20) years of service -- 8%.
 5. Twenty-five (25) or more years of service -- 10%.
- B. Deputy pay shall be included in the computation of longevity.
- C. Longevity pay shall be computed as of January 1 of each year.

ARTICLE XII

SHIFT DIFFERENTIAL

Commencing January 1, 1972, the following shift differentials shall be paid:

1. Second Shift -- twelve (12¢) cents per hour over the first shift rate.
2. Third Shift -- eighteen (18¢) cents per hour over the first shift rate.

ARTICLE XIV

TEMPORARY OR SEASONAL EMPLOYEES

Temporary or Seasonal employees compensated at an hourly wage rate shall be paid within the following ranges:

1. 1972 -- \$1.70 - \$2.20 per hour.
2. 1973 -- \$1.75 - \$2.25 per hour.

ARTICLE XV

BULLETIN BOARD

One bulletin board shall be made available by the City at each of the following locations: Water Department, Maintenance, Sewerage Disposal, Off-Shore Water and City Hall. 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 XVI

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.

ARTICLE XVII

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union 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 his position, or stoppage of work or abstinence in whole or in part, 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 Union 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 any Union 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 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 XVIII

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 XIX

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 XX

SEPARABILITY AND SAVINGS

A. The City and the Union recognize the applicability of Presidential Executive Order 11615 signed by President Nixon on August 15, 1970, establishing a 90-day freeze on prices, rents, wages, and salaries and agree to abide fully by its provisions and other applicable present or future Executive Orders or legislation. Therefore, no salary or wage increases or other economic changes will be put into effect until the price-wage freeze is lifted and/or modified and then only to the extent that may be legally put into effect. In the event any or all of the salary increases for 1971 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 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 XXI

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 XXII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of August 21, 1971 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 _____ day
of _____, 1971.

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: _____

BY: _____

ATTEST:

ATTEST:

APPENDIX A

CITY OF WILDWOOD - JOB CLASSIFICATIONS

Cashier
Clerk-Typist
Bookkeeping Machine Operator
Assessing Clerk
Telephone Operator—Receptionist
Head Cashier
Head Clerk
Assistant City Clerk
Assistant Water Repairman Foreman
Laborer
Pumping Station Operator
Groundskeeper
Building Maintenance Worker
Building Service Worker
Assistant Water Repairman
Maintenance Repairman — General
Water Meter Reader
Water Meter Repairman
Comfort Station Attendant
Senior Comfort Station Attendant
Equipment Operator
Senior Maintenance Repairman — Mason
Mechanical Repairman
Water Repairman
Senior Pumping Station Operator
Maintenance Repairman — Electrician
Maintenance Repairman — Mason
Senior Building Maintenance Worker

Assigned Deputy Collector of Taxes
Assigned Deputy City Treasurer
Assigned Deputy Collector of Water Rents
Assigned Deputy Assessor

APPENDIX B

CITY OF WILDWOOD - 1972 SALARY RANGES - ANNUAL SALARY RATES

<u>Classification</u>	<u>Salary Ranges</u>
Cashier	4,000 to 5,600
Clerk-Typist	4,000 to 5,600
Bookkeeping Machine Operator	4,000 to 5,600
Assessing Clerk	4,000 to 5,600
Telephone Operator—Receptionist	4,000 to 5,600
Head Cashier	4,400 to 6,000
Head Clerk	5,000 to 6,600
Assistant City Clerk	5,650 to 7,250
Assistant Water Repairman Foreman	5,100 to 6,700
Laborer	4,700 to 6,300
Pumping Station Operator	4,900 to 6,500
Groundskeeper	4,700 to 6,300
Building Maintenance Worker	4,300 to 5,500
Building Service Worker	3,800 to 5,000
Assistant Water Repairman	4,700 to 6,300
Maintenance Repairman — General	4,700 to 6,300
Water Meter Reader	4,700 to 6,300
Water Meter Repairman	4,700 to 6,300
Comfort Station Attendant	3,600 to 4,800
Senior Comfort Station Attendant	5,100
Equipment Operator	4,700 to 6,300
Senior Maintenance Repairman — Mason	7,425
Mechanical Repairman	4,800 to 6,400
Water Repairman	4,900 to 6,500
Senior Pumping Station Operator	5,100 to 6,700
Maintenance Repairman — Electrician	4,800 to 6,400
Maintenance Repairman — Mason	4,700 to 6,300
Senior Building Maintenance Worker	5,900
Assigned Deputy Collector of Taxes	551
Assigned Deputy City Treasurer	551
Assigned Deputy Collector of Water Rents	551
Assigned Deputy Assessor	551

APPENDIX C

CITY OF WILDWOOD - 1973 SALARY RANGES - ANNUAL SALARY RATES

<u>Classification</u>	<u>Salary Ranges</u>
Cashier	4,000 to 5,650
Clerk-Typist	4,000 to 5,650
Bookkeeping Machine Operator	4,000 to 5,650
Assessing Clerk	4,000 to 5,650
Telephone Operator--Receptionist	4,000 to 5,650
Head Cashier	4,400 to 6,050
Head Clerk	5,000 to 6,650
Assistant City Clerk	5,650 to 7,300
Assistant Water Repairman Foreman	5,200 to 6,900
Laborer	4,800 to 6,500
Pumping Station Operator	5,000 to 6,700
Groundskeeper	4,800 to 6,500
Building Maintenance Worker	4,500 to 5,700
Building Service Worker	3,950 to 5,150
Assistant Water Repairman	4,800 to 6,500
Maintenance Repairman -- General	4,800 to 6,500
Water Meter Reader	4,800 to 6,500
Water Meter Repairman	4,800 to 6,500
Comfort Station Attendant	3,750 to 4,950
Senior Comfort Station Attendant	5,200
Equipment Operator	4,800 to 6,500
Senior Maintenance Repairman -- Mason	7,675
Mechanical Repairman	4,900 to 6,600
Water Repairman	5,000 to 6,700
Senior Pumping Station Operator	5,200 to 6,900
Maintenance Repairman -- Electrician	4,900 to 6,600
Maintenance Repairman -- Mason	4,800 to 6,500
Senior Building Maintenance Worker	6,050
Assigned Deputy Collector of Taxes	551
Assigned Deputy City Treasurer	551
Assigned Deputy Collector of Water Rents	551
Assigned Deputy Assessor	551