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AGREEMENT

BETWEEN

LOCAL NO. 1983

CIVIL AND PUBLIC EMPLOYEES OF CAPE MAY, NEW JERSEY

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, AFL-CIO

AND

CITY OF CAPE MAY, NEW JERSEY

JANUARY 1, 1977 - DECEMBER 31, 1978

PREAMBLE

THIS AGREEMENT entered into this day of March, 1977, by and between the CITY OF CAPE MAY, 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 CAPE MAY, NEW JERSEY, 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 June 15, 1972, (Docket No. RO-426) the City recognizes the Union as the exclusive collective negotiations agent for all employees covered in the aforementioned Certification and more specifically all blue-collar employees including laborers-drivers, building maintenance, janitors, public works repairmen, painters, street maintenance, trashmen, heavy equipment operators, equipment operators, street sweepers, operators-mechanics, plumbers, plant operators, carpenters, electricians, water meter repairer, meter readers, employed by the City and excluding all office clerical, professional and craft employees, police and supervisors within the meaning of the Act.

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 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.

D. The City agrees to post notices of all job openings on officially designated bulletin boards at least one week prior to filling of said openings.

ARTICLE III

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to any problem 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, with the shop steward present, informally with the City Manager and the employee's immediate supervisor and having the grievance adjusted.

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 PROCEUDRE

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 in writing within three (3) 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 City Manager or his representative. Such action must be taken within five (5) working days following the determination by the Supervisor.

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

Step Three:

ARBITRATION:

a. Either party may refer the matter to the American Arbitration Association within ten (10) working days after the determination of the City Manager or his representative. An arbitrator shall be selected under the rules of the AAA.

b. The arbitrator shall be bound and governed 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.

c. The costs for the services of the arbitrator shall be borne by the City and the Union. Any additional costs shall be paid by the party incurring same.

d. The decision of the arbitrator pertaining to, and limited to, the interpretation of this Agreement shall be binding upon both parties.

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 Business Manager or International Representative of the Union may participate in the grievance procedure at Step Two.

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

ARTICLE IV

SENIORITY

A. 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.

B. The most senior employees shall be given preference in the selection of vacations provided there is no interference with the normal operations of the City.

C. The City agrees to make available to Union Members all copies of Civil Service Notices for pending promotional examinations and the Union agrees to post said notices on official bulletin boards.

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 the City Government or normal duties of the 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.

C. Shop Stewards and/or members of the Negotiating Committee shall suffer no loss of regular pay provided that the City schedules a meeting or conferences during working hours.

ARTICLE VI

HOURS AND OVERTIME

A. The normal working week shall consist of forty (40) hours per week inclusive of lunch, eight (8) hours per day, five (5) days a week, Monday through Friday for Public Works Department personnel and a rotating shift for Water and Waste Water Treatment Plant operators. However, the normal work week may be revised, with the agreement of the Union and the City, during the period May 15 to September 15 with the employees, on a volunteer basis.

B. All work performed in excess of the specified hours in any work day or any work week, shall be considered overtime and shall be paid at the rate of time and one-half either in cash or in compensatory time, within the 40 hour work week, at the option of the individual employee, providing there is no interference with the work load of the City Government.

C. 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.

D. Overtime shall be distributed as equitably as possible and all employees shall be expected to work a reasonable amount of overtime when requested by the City.

E. Employees called in to work on their off-days or called back to work after they have left the premises on a regularly scheduled work day

shall receive a minimum of four (4) hours of pay in accordance with Section B above for all work performed under such circumstances; however, the City shall have the right to assign other work should the emergency be less than the four (4) hour call in time.

F. An employee shall be entitled to a 15 minute coffee break at a reasonable time in the morning hours and a 15 minute coffee break at a reasonable time in the afternoon hours.

G. An Employee Seniority List (made up of full time personnel) shall be used in the distribution of overtime and provided the employee asked to perform the work can perform the work. The Supervisor shall start at the top of the list, asking each employee if he desires to work the overtime until all available positions are filled. At that point the next employee on the list will become the first employee asked when overtime is again available. When the entire list has been exhausted the supervisor will again start at the top. A Seniority List shall be updated every January and a copy thereof given to the Union.

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

ARTICLE VII

HOLIDAYS

A. The following Holidays shall be recognized:

- | | |
|---|-------------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Lincoln's Birthday | 9. Veteran's Day |
| 3. Washington Birthday
(Third Monday In
February) | 10. General Election Day |
| 4. Good Friday | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Day after Thanksgiving |
| 6. Independence Day | 13. Christmas Day |
| 7. Labor Day | 14. Three Personal Leave Days |

B. All employees who are scheduled to work on the recognized holidays noted in this Article shall be paid on the basis of time and one-half for

actual hours worked on the holiday, plus a straight time day for the holiday as such to be paid either in cash or by compensatory time as the employee may elect, providing there is no interference with the work load of the City Government.

C. A holiday shall be granted to all employees whenever the same is declared by proclamation of the President, the Governor, the County Board of Chosen Freeholders provided the City Council accepts the holiday by proper resolution.

D. If a holiday mentioned above falls on a Saturday the holiday shall be celebrated on the preceding Friday. If the holiday falls on a Sunday, it shall be celebrated on Monday.

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.

After one year of service through five years of service, twelve working days per year; six years of service through twelve years of service, fifteen working days per year; thirteen years of service through nineteen years of service, twenty working days per year. After twenty years of service, twenty-five working days per year. 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 the following Blue Cross, Blue Shield and major medical insurance coverage and dependent coverage for all permanent full time employees who have completed their probationary period.

B. The City shall have the right to change insurance carriers so long as substantially similar benefits are provided.

ARTICLE X

SICK LEAVE AND BEREAVEMENT

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.

4. Disability leave shall be provided in accordance with N.J.S.A. 11:24A-4.

B. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) 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 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 notices must be made prior to the employee's starting time. In such event, the employee shall notify the Police Department at least one half (1/2) hour prior to the commencement of his usual starting time.

D. VERIFICATION OF SICK LEAVE

1. An employee 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 (1) 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 (1) day or less in which cases only one (1) 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. BEREAVEMENT LEAVE

All employees covered by this Agreement shall be allowed up to a maximum of three (3) days leave, without loss of pay, in the event of death of husband, wife, child, mother, father, brother, sister, step-mother, stepfather, mother-in-law, father-in-law, grandmother, grandfather, grandchildren; and shall be allowed one day to attend the funeral of brother-in-law, sister-in-law, aunt, uncle, niece, nephew and first cousins without the loss of pay.

F. BUY BACK OF SICK LEAVE UPON RETIREMENT

All employees covered by this Agreement shall be eligible for the following upon retirement and verification of the personnel record at that time.

1. Twenty-five (25) or more years of service 50% , i.e., one (1) day for every two (2) accumulated days .

2. Under twenty-five (25) years of service 25% i.e., one (1) day for every four (4) accumulated days upon retirement.

ARTICLE XI

SALARIES AND COMPENSATION

A. Commencing January 1, 1977, the wage plan, Appendix A with an entrance salary and three (3) steps shall go into effect. Commencing January 1, 1978, a new wage plan, Appendix B with an entrance salary and three (3) steps shall go into effect. All employees shall be placed in the proper step according to years of service. Anniversary date for this purpose shall be January 1st for hirees through August 1st and for those hired after August 1st, January 1st of the following year.

B. Any employee who works out of title in a higher paying position shall be compensated at the rate of pay designated for such position provided such employment is for a continuous period of 15 work days, provided the vacancy is not caused by vacation. The pay shall then commence on the 16th day.

No employee so designated and remaining in the higher ranking position for 15 days shall thereafter not be removed from said position for the sole purpose of avoiding the extra compensation.

ARTICLE XII

LONGEVITY

In addition to salary, employees shall receive longevity pay to be computed at 2% of the employee's base salary for every five (5) years of completed service, to a maximum of 10%. Longevity pay shall be computed from the original date of employment. Anniversary date for this purpose shall be January 1st for hirees through August 1st and for those hired after August 1st, January 1st of the following year.

ARTICLE XIII

SHIFT DIFFERENTIAL

A. Commencing January 1, 1977, the following shift differential shall be paid.

- (1. Second Shift - 20 cents per hour over the first Shift rate.
- (2. Third Shift - 25 cents per hour over the First Shift rate.

B. Commencing January 1, 1978, the following shift differential shall be paid.

- (1. Second Shift - 25 cents per hour over the First Shift rate.
- (2. Third Shift - 30 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 no more than the pro-rated rate of permanent full time employees unless such temporary or seasonal employees possess in the opinion of management certain special skills.

ARTICLE XV

BULLETIN BOARD

One bulletin board shall be made available by the City at each of the following locations: Water and Sewer Department and Public Works Yard. 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 provision 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. Work rules are to be dated and signed by the issuing authority.

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 any 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 employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article III.

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

damanges 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

WORKING CONDITIONS

A. Toilet and rest room and locker facilities to be installed at the Lafayette Street Garage.

B. City to provide lunch room facilities for employees.

C. City shall provide protective gloves for any work that may be damaging to employee's hands. The City shall also provide any other protective equipment that may be needed along with cold weather gear. The City shall provide work clothes - three pairs pants, three shirts and wet weather gear.

D. It shall be the responsibility of each employee to report any defective vehicles or equipment to the supervisor or City Manager. If in the opinion of the supervisor and City Manager the vehicle or equipment is unsafe it shall then be removed from service until repaired.

ARTICLE XX

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 such notification shall be signed by the President and Secretary of the Local Union.

ARTICLE XXI

SEPARABILITY AND SAVINGS

A. 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 XXII

PROBATIONARY PERIOD

A. Every person hired or appointed shall be deemed to be a temporary employee and on probation in the position to which he is hired or appointed for a period of three (3) months. Prior to his completion of the probationary period, the employee shall be evaluated by the City Manager and Department Supervisor to determine whether he shall be granted permanent status or dismissed.

B. Temporary, Seasonal, Part Time and Probationary Employees shall not be entitled to any fringe benefits.

ARTICLE XXIII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues

1977

APPENDIX A

4.	\$6,899.	7,125.	7,352.	7,722
5.	7,347.	7,621.	7,896.	8,326.
6.	7,779.	8,081.	8,383.	8,852.
7.	8,042.	8,342.	8,641.	9,112.
8.	8,781.	9,107.	9,434.	9,949.
11.	9,975.	10,345.	10,715.	11,299.
12.	10,434.	10,825.	11,209.	11,820.
15.	11,120.	11,504.	11,890.	12,512.

1978

APPENDIX B

4.	7,175.	7,410.	7,646.	8,185.
5.	7,641.	7,926.	8,212.	8,826.
6.	8,090.	8,404.	8,718.	9,383.
7.	8,364.	8,676.	8,987.	9,659.
8.	9,132.	9,471.	9,811.	10,546.
11.	10,374.	10,759.	11,144.	11,977.
12.	10,851.	11,258.	11,657.	12,529.
15.	11,565.	11,970.	12,366.	13,263.

- 4. Traffic Maintenance Man
- 5. Laborer, Water Meter Reader
- 6. Mechanic, Equipment Operator (Sweeper)
- 7. Pumping Station Operator, Public Works Repairer
- 8. Equipment Operator, Sr. Pumping Station Operator
- 11. Plumber, Carpenter
- 12. Public Works Foreman
- 15. Assistant Public Works Superintendent

SUBCHAPTER 3. MEDIATION

19:12-3.1 Initiation of Mediation

(a) Whenever the parties to collective negotiations which have or should have commenced pursuant to the provisions of N.J.A.C. 19:12-2.1 (Commencement of Negotiations) shall fail to achieve an agreement by 90 days prior to the public employer's required budget submission date, and neither party shall have requested the appointment of a mediator pursuant to the provisions of subsection (b) below, the Commission or its named designee shall appoint a mediator.

(b) In other circumstances, in the event that a public employer and a certified or recognized employee representative have failed to achieve an agreement through direct negotiation, either the public employer, the employee representative, or the parties jointly, may notify the Commission or its named designee, in writing, of the existence of an impasse and request the appointment of a mediator. An original and four copies of such notification and request shall be filed, and shall be signed and dated and shall contain the following information:

(1) The name, address and telephone number of the public employer who is a party to the collective negotiations and its representative to be contacted and his title, if known;

(2) The name, address and telephone number of the employee representative and its representative to be contacted and his title, if known;

* A blank form for filing such notification and request will be supplied upon request. Address requests to: Public Employment Relations Commission, Trenton, New Jersey 08625.

- (3) A description of the collective negotiations unit including the approximate number of employees in the unit;
- (4) The dates and duration of negotiation sessions;
- (5) The termination date of the current agreement, if any;
- (6) The public employer's required budget submission date;
- (7) Whether the request is a joint request; and
- (8) A detailed statement of the facts giving rise to the request, including all issues in dispute, and a statement that the parties have failed to achieve an agreement.

Upon receipt of the aforementioned notification and request, the Commission or its named designee shall appoint a mediator if it is determined after investigation that mediation is not being resorted to prematurely, that the parties have been unable to reach agreement through direct negotiation, and that an impasse does in fact exist in negotiations concerning the terms and conditions of employment of the affected employees.

19:12-3.2 Appointment of Mediator

The mediator appointed pursuant to this Subchapter may be a member of the Commission, an officer or employee of the Commission, a member of the Commission's mediation panel, or any other mediator, all of whom shall be considered officers of the Commission for the purpose of assisting the parties to effect a voluntary settlement. The parties may jointly request the appointment of a particular mediator, but the Commission or its named designee shall have the express reserved authority to appoint a mediator without regard

to the parties' joint request if such is deemed to best effectuate the purpose of the Act. If an appointed mediator is unable to serve or if for any reason he cannot proceed pursuant to the appointment, another mediator shall be appointed. The appointment of a mediator pursuant to this Subchapter shall not be reviewable under Chapter 17 of these rules (Request for Review).

19:12-3.3 Mediator's Function

The function of a mediator shall be to assist all parties to come to a voluntary agreement. A mediator may hold separate or joint conferences as he deems expedient to effect a voluntary, amicable and expeditious adjustment and settlement of the differences and issues between the parties. In the absence of an agreement between the parties, the mediator, at any time after his appointment, may recommend to the Commission or its named designee that the invocation of fact-finding would be useful in resolving the impasse, and that fact-finding procedures should be invoked.

19:12-3.4 Mediator's Confidentiality

Information disclosed by a party to a mediator in the performance of his mediation functions shall not be divulged voluntarily or by compulsion. All files, records, reports, documents or other papers received or prepared by a mediator while serving in such capacity shall be classified as confidential. The mediator shall not produce any confidential records of, or testify in regard to, any mediation conducted by him, on behalf of any party to any cause pending in any type of proceeding, including but not limited to

unfair practice proceedings under Chapter 14 of these rules.

19:12-3.5 Mediator's Report

The mediator shall submit one or more confidential reports to the Commission or its named designee which shall, in general, be limited to the following:

- (a) A statement of the dates and duration of the meetings which have been held and their participants;
- (b) A brief description of the unresolved issues which existed at the beginning of the mediation effort;
- (c) A statement of the issues which have been resolved through mediation;
- (d) A statement of issues which are still unresolved, if any;
- (e) A recommendation as to whether or not the Commission or its named designee should invoke fact-finding with recommendations for settlement.

The confidential report(s) submitted by the mediator may be utilized by the Commission or its named designee in considering whether or not fact-finding with recommendations for settlement should be invoked. Such reports shall not be considered in any other proceedings before the Commission or be made available or disclosed to any party or any other tribunal.

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 XXIV

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1977, and shall remain in effect to and including December 31, 1978, 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 according to P.E.R.C. recommendations.*

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals at Cape May, New Jersey on this Fourth Day of April, 1977.

LOCAL NO. 1983
CIVIL AND PUBLIC EMPLOYEES
OF CAPE MAY, NEW JERSEY
INTERNATIONAL BROTHERHOOD
OF PAINTERS AND ALLIED TRADES
AFL-CIO

CITY OF CAPE MAY
CAPE MAY COUNTY, NEW JERSEY

Magnus J. Sullivan - Attest 4-4-77
BY: *Magnus J. Sullivan - Attest*
Alfred Souder
ATTEST: Alfred Souder

CITY OF CAPE MAY
X
BY: *Arthur Blomkvist*
Arthur Blomkvist, Mayor
ATTEST: *Clara E. Macciocchi*
Clara E. Macciocchi, City Clerk

*Each party shall give to the other whatever notice may be required under N.J.A.C. 19:12-2.1 - 19:12-3.1 - 19:12-4.1 - see attached

mjs 4-24-77
+AB

Xtra

RESOLUTION NO. 68-4-77

APPROVING LABOR RELATIONS CONTRACT BETWEEN THE CITY OF CAPE MAY
AND THE PUBLIC WORKS DEPARTMENT

WHEREAS the City Manager has conferred with representatives of Local No. 1983, Civil and Public Employees of Cape May, New Jersey, International Brotherhood of Painters and Allied Trades, AFL-CIO, and the Union representatives have agreed to, and have signed a new contract;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May that the Agreement dated the 4th day of April, 1977, consisting of Pages 1 through 15 and Appendix A and Appendix B 1978 be approved;

FURTHER RESOLVED that the Agreement shall be in full force and effect as of January 1, 1977 and shall remain in effect to, and including December 31, 1978, in accordance with the terms thereof.

Presented by *Fred Coldren*

Seconded by *Adrian S. Capehart*

PASSED: April 4, 1977

CEM

cc: City Council
cc: City Treasurer

*Certified to be a true copy
of a resolution adopted
by City Council of Cape May,
N.J. on 4-4-77*

*Clara E. Maccocchi
City Clerk
4/6/77*