

3. 0125

0210

C O N T R A C T

between

THE CITY OF NORTH WILDWOOD, City ✓
(CAPE MAY COUNTY,) NEW JERSEY

and

NORTH WILDWOOD'S LOCAL #56, F M B A
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
OF NEW JERSEY

January 1, 1983 through December 31, 1985

OCT 4 1983 100

INDEX

<u>Article</u>	<u>Heading</u>	<u>Page</u>
	Preamble	i
1	Recognition	1
2	Management Rights	1
3	Maintenance of Standards, Highest Minimum Standards	2
4	Grievance Procedure	2
5	Local #56 Representation	5
6	No-Strike Pledge	7
7	Sick and Injury Leave	8
8	Work Schedule	10
9	Exchange of Days	12
10	Vacations	12
11	Holidays	13
12	Insurance, Health & Welfare	14
13	Clothing Allowance	15
14	Funeral Leave	15
15	Military Leave	16
16	Requisite for Employment	16
17	Permission to Leave the City	17
18	Safety	17
19	Salary Schedule	18
20	Longevity	19

(i)

INDEX (continued)

<u>Article</u>	<u>Heading</u>	<u>Page</u>
21	Probationary Period	19
22	Savings Bonds	19
23	Schooling and Miscellaneous	19
24	Court Time	21
25	Dues Check Off and Representation Fee	21
26	Discrimination	25
27	Lay Off and Recall Procedures	25
28	Civil Service Rules and Regulations	25
29	Notice of Vacancies	26
30	Separability and Savings	26
31	Fully Bargained Provisions	27
32	Duration of Contract	27

PREAMBLE

This Agreement made and entered into to be effective as of the first day of January, 1983, effective to the thirty-first day of December, 1985, by and between: THE CITY OF NORTH WILDWOOD (hereinafter known and designated as the "City"); and LOCAL #56 OF THE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION OF THE STATE OF NEW JERSEY (hereinafter known and designated as the "Local").

INTRODUCTORY STATEMENT

This Agreement is made to effectuate the policy of Chapter 303 of the 1968 Laws of New Jersey, R.S. Cum. Suppl. 34:13A-1, et seq. (hereinafter Ch. 303) and to formalize agreements reached through negotiations conducted in good faith between the City and the Local with respect to grievances and terms and conditions of employment.

WITNESSETH:

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the Local to the end that continuous and efficient service will be rendered to any by both parties, for the benefit of both:

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

(i)

ARTICLE 1

RECOGNITION

Section 1. The City hereby recognizes Local #56 of the Firemen's Mutual Benevolent Association as the sole and exclusive representative of all Uniformed Employees who hold the title of Fireman in the North Wildwood Fire Department, including the Deputy Chief but excluding the Chief of the Fire Department, for the purpose of bargaining with respect to rates of pay, wages, hours of work and working conditions.

Section 2. The title Fireman shall be defined to include the plural as well as the singular.

ARTICLE 2

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 execute 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 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 to the extent such specific and express terms of this Agreement hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE 3

MAINTENANCE OF STANDARDS, HIGHEST MINIMUM STANDARDS

The City hereby agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions presently in effect for the Fireman covered herein shall be improved wherever specific provisions for improvement are made in this Agreement.

ARTICLE 4

GRIEVANCE PROCEDURE

Section 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 and to resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

Section 2. Nothing contained herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Local.

Section 3. Definition: The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of policies, agreements, statutes, rules, regulations and administrative decisions which affect the terms and conditions of employment of an employee. Any grievance may be raised by an employee or by the Local.

Section 4. 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 ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of the Department or his designee, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

B. The Chief of the Department or his designee, shall render a decision within ten (10) days after receipt of the grievance.

Step Two

A. In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Local and signed by the aggrieved and filed within five (5) days following the determination by the Chief of the Department.

B. The Director of Public Safety, or his designee, shall render a decision in writing within five (5) days from the receipt of the grievance.

Step Three

A. In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the Director of Public Safety, the matter may be submitted to the Mayor and Council.

B. The Mayor and Council shall review the matter and make a decision within ten (10) days from the receipt of the grievance.

Step Four
Arbitration

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 Council. 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 Council. In the event the aggrieved elects to pursue Civil Service

Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Local shall pay whatever costs may have been incurred in processing their case to arbitration.

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, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding to both parties.

D. The cost for the services rendered by the Arbitrator shall be borne equally between the City and the Local. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE 5

LOCAL #56 REPRESENTATION

Section 1. The City agrees to grant time off with pay to two members designated by the Local to attend State FMBA meetings or conventions, not to exceed three (3) days, provided seventy-two (72) hours written notice is given to the Chief of the Department by the Local. Exception may be made to this notice requirement in case of an emergency.

Section 2. Accredited representatives of Local #56 may enter the City facilities or premises at reasonable hours for the purpose of

observing working conditions or assisting an adjustment of grievances. When the Local decides to have its representatives enter the City facilities or premises, it will request such permission from the appropriate City representatives and such permission shall not be unreasonably withheld, provided there should be no interference with the normal operation of business of City Government or normal duties of employees.

Section 3. One Local representative and one assistant Local representative may be appointed to represent the Local in grievances with the City.

Section 4. During collective negotiations, authorized Local representatives, not to exceed two (2), shall be excused from their normal work duties to participate in collective negotiation sessions that are reasonable and necessary and shall suffer no loss in regular pay.

Section 5. The Local shall have the use of two (2) bulletin boards which shall be provided by the City. These bulletin boards may be utilized by the Local for the purpose of posting the Local's announcements and for other information of a non-controversial nature. The City may remove from the bulletin board any material which does not conform to the provisions hereof.

ARTICLE 6

NO-STRIKE PLEDGE

Section 1. 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 person 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 action which interferes with the full and complete normal operation of the Municipality. The Local agrees that such action constitutes a material breach of this Agreement.

Section 2. In the event of a strike, slowdown or walkout, 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 3.

Section 3. The Local shall actively discourage and will take whatever affirmative steps that are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operation of the City.

Section 4. 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 a breach by the Local or its members.

ARTICLE 7

SICK AND INJURY LEAVE

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

Section 2. Sick leave may be used by firefighters when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized for short periods because of death in the employee's immediate family as defined in Civil Service regulations.

If a firefighter is injured or incapacitated in the line of duty and is unable to work because of an injury or incapacitation he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by the firefighter's own physician. Such payments shall be discontinued when an employee or firefighter is placed on disability leave or pension.

Amount of Sick Leave: The minimum sick leave with pay shall accrue to all full-time firefighters on the basis of fifteen (15) days per year. Part-time permanent firefighters shall be entitled to sick

leave as established by regulation. Any amount of sick leave not used by the firefighter in any calendar year shall accumulate to the firefighter's credit from year to year to be used if and when needed for such purpose.

Section 3. Firefighters shall be reimbursed to one-half (1/2) of the total accumulated sick leave, not to exceed \$12,000 and shall be paid to firefighter upon retirement.

Section 4. Reporting Off Sick: If a firefighter is absent for reasons that entitle him to sick leave, his superior shall be notified prior to the firefighter's starting time.

Section 5. Failure to notify his superior may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

Section 6. Absence without notice for five (5) days (consecutive) shall constitute a resignation.

Section 7. Verification of Sick Leave: A firefighter who is absent from duty for four (4) consecutive days shall be required to submit acceptable medical evidence substantiating the illness. The City may require proof of illness of a firefighter on sick leave, however, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

Section 8. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

Section 9. In case of death in the immediate family, reasonable proof shall be required.

Section 10. The City may require a firefighter 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 the physician of the firefighter's choice. Such examination shall establish whether the firefighter is capable of performing his normal duties and that his return will not jeopardize other firefighters.

Section 11. Firefighters anticipating retirement shall notify the City at least six (6) months prior to January 1 of fiscal year during which they intend to retire.

ARTICLE 8

WORK SCHEDULE

Section 1. For the purpose of this Agreement, the Firemen's work shall be ten (10) hours, starting at 8:00 a.m. and ending 6:00 p.m. the same day. The night tour shall consist of fourteen (14) hours commencing at 6:00 p.m and ending 8:00 a.m. the following morning. The work week is presently forty-nine and one-third (49 1/3) hours in a three (3) week cycle. The three (3) week cycle is as follows: Week 1 - a fireman will work 5 ten hour day tours; Week 2 - a fireman will work 3 fourteen hour night tours; Week 3 - a fireman will work 4 fourteen hour night tours. Total hours in three (3) week cycle are the 148 divided by three (3) equals an average of forty-nine and one-third (49 1/3) hours per week.

Section 2. Overtime: If a firefighter or officer is required to work longer than his regular ten (10) hour day tour or his fourteen (14) hour night tour, he shall be entitled to his regular rate of pay. If a firefighter is required to work longer than forty-nine and one-third (49 1/3) hours in a three (3) week cycle, he shall be entitled to overtime pay at his regular rate.

Section 3. In construing overtime, fifteen (15) minutes to one (1) hour overtime shall constitute one full hour of overtime. Anything less than fifteen (15) minutes shall not constitute overtime.

Section 4. If a firefighter is called back to duty on his day off or during his off-duty hours, he shall be paid for all hours worked at time and one-half (1 1/2) his regular rate of pay and shall be guaranteed a minimum of three (3) hours at his regular rate of pay.

Section 5. Stand By: If a firefighter is required to stand by at his residence or any other place, he shall be compensated for such stand-by time by payment of three (3) hours pay at his regular rate of pay.

Section 6. Overtime pay shall be received in the appropriate pay period.

Section 7. Paid firefighters will not be shifted from one tour of duty to another to enable temporary firefighters to work the paid firefighter's shift because of illness, vacation or other reasons.

ARTICLE 9

EXCHANGE OF DAYS

The Chief of the Department, or his designee, may grant the request of any permanent member of the Department to exchange hours, duties or days off. Such request, if granted, shall be on a uniform basis with standard rules and regulations established by the Chief and applying to all permanent members of the Department who make such a request.

ARTICLE 10

VACATION

Section 1. Annual vacations shall be granted as follows:

Up to the end of the first (1st) Calendar Year.	One working day for each month worked
2nd to 4th Year.	15 working days
5th to 9th Year.	20 working days
10th to 14th Year.	25 working days
15th to 19th Year.	30 working days
20th Year to Retirement.	35 working days.

Section 2. Vacations shall be chosen by Seniority. Vacations which encompass the Christmas Holiday shall be rotated according to seniority. A firefighter shall not be recalled while on vacation, except in the case of an emergency.

Section 3. Vacation time shall be computed from the permanent date of hire.

Section 4. A working day for the purpose of this clause shall be a ten (10) hour day tour of duty and a fourteen (14) hour night tour of duty.

Section 5. Vacations will be based on a five (5) day work week.

Section 6. Vacations may be carried over with accumulation of two (2) years.

ARTICLE 11

HOLIDAYS

Section 1. Firefighters shall be entitled to fifteen (15) holidays each year. Firefighters shall be compensated at their regular rate of pay or they shall receive compensatory time off. In addition to the above-mentioned holidays, whenever any other City employees are granted a day off in observance of a Federal, State or Local Holiday, in excess of fifteen (15), the firefighters herein shall be entitled to receive an additional holiday or to be paid for an additional day at their regular rates of pay.

Section 2. In addition to the above holiday, firefighters shall receive three (3) personal days off each year.

Section 3. In the event of the demise of a firefighter, all overtime, compensatory time and vacation days shall be converted into cash, using the regular rate of pay and paid to the beneficiary and/or the estate of the deceased.

ARTICLE 12

INSURANCE, HEALTH AND WELFARE

Section 1. The City shall provide the following medical and insurance coverage:

A. Blue Cross and Blue Shield of N.J. URC (365 Expanded), Rider J, Major Medical.

B. Blue Cross & Blue Shield of N.J. Complete Dental Package.

C. Prescription Plan (One dollar (\$1.00) deductible).

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

Section 2. The City shall provide insurance coverage on employees in their personal vehicles when said vehicles are used on recalls or when used otherwise in the scope of employment.

Section 3. The City shall supply to all employees necessary legal advice and counsel in the defense of charges filed against them in performance of their duty in accordance with applicable New Jersey Statutes. The selection of an attorney may be made by the employee.

Section 4. The City, upon the firefighter's retirement and completion of a 25-year minimum period, will, for a period of two years, maintain coverage of the firefighter's health plan in effect at the time of retirement.

ARTICLE 13

CLOTHING ALLOWANCE

Section 1. The City shall continue to furnish an initial issue of new uniforms and turnout gear to all new firefighters.

Section 2. Thereafter, the City shall provide an annual allowance of \$250.00 for 1983, \$275.00 for 1984, and \$275.00 for 1985, for the maintenance and replacement of uniforms and turnout gear. Such sum is not paid directly to the firefighters, but is available upon presentation of receipts or bills from an approved supplier.

Section 3. The City shall replace all uniforms and equipment damaged in the line of duty.

Section 4. Personal items damaged or destroyed in the line of duty shall be replaced by the City provided reasonable costs therefor are agreed to mutually.

ARTICLE 14

FUNERAL LEAVE

Section 1. Firefighters shall be granted time off with pay for the following: Death in the immediate family, from the date of death to and including the date of the funeral.

Section 2. Immediate family shall consist of wife, child, stepchild, mother, father, brother, sister, stepmother, stepfather and grandparents.

Section 3. The maximum time off for any one occurrence shall be four (4) days. This time shall not be deducted from any other benefits.

ARTICLE 15

MILITARY LEAVE

Section 1. Any firefighter called into the armed forces of the United States during a national emergency or drafted shall be given all the protection of applicable laws and leave of absence shall be granted.

Section 2. Firefighters who are subject to mandatory pre-existing reserve requirements (annual active duty training) of the United States Armed Forces, shall be given time off for such obligations in accordance with present practices.

ARTICLE 16

REQUISITE FOR EMPLOYMENT

Section 1 The standards presently in effect for entrance to the position of firefighter shall be maintained at not less than the present level.

Section 2. A current Civil Service List shall be maintained. To maintain the present eight (8) positions, vacancies occurring due to retirement, resignation or other causes, shall be filled from a Civil Service List within ninety (90) days of the termination of an employee.

Section 3. The Chief, Deputy Chief and Lieutenant will be chosen for their ranks to represent the City from Civil Service Job Classification Titles. They, in turn, will be appointed to these positions by Mayor and Council as the openings arise throughout the ranks within a reasonable amount of time.

ARTICLE 17

PERMISSION TO LEAVE THE CITY

The employee may leave the City during time off without receiving permission unless instructed otherwise during any specific emergency situation.

ARTICLE 18

SAFETY

Section 1. The City shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state, and local laws.

Section 2. A Safety Committee composed of two (2) representatives each from the City and the Local shall be created which shall meet quarterly for the purpose of discussing safety conditions and making recommendations for their improvement when appropriate.

ARTICLE 19

SALARY SCHEDULE

Section 1. The wages for employees hereunder shall be as provided in "SALARY SCHEDULE A" attached hereto and made a part hereof. All wages shall be authorized by an appropriate ordinance to be adopted by the City. The wages outlined in accordance with "SALARY SCHEDULE A" attached hereto shall be the wages paid to all employees employed as of the date of the signing of this Agreement, and whose names appear on said "SALARY SCHEDULE A." For the purpose of the payment of wages, the effective date of all wages set forth in "SALARY SCHEDULE A" shall be January 1 and July 1 of each year as provided for therein. For the purpose of all other benefits or the application of all other terms and conditions of this Agreement, anniversary date of employment shall be used.

Section 2. Retroactive money that is due the firefighters under this Contract shall be paid as quickly after the Contract is signed as is practical. In no event shall this be later than forty-five (45) days after ratification by both parties.

Section 3. Any new employee hired during the term of this Agreement shall receive a starting salary of \$13,230.00 and shall further receive any remaining percent increase equivalent to the percent increases set forth below, if such dates arise after his/her employment with the Department.

January 1, 1984	4.7%
July 1, 1984	3.5%
January 1, 1985	5.3%
July 1, 1985	1.9%

Section 2. In addition to his salary, each employee shall receive an additional twenty-five (\$25.00) dollars per year for each firefighter related college credit acquired up to a maximum of \$750.00 per year. No credits earned through any correspondence courses or in basic training qualify for payment under this Section.

Section 3. All courses to be submitted for prior approval by an employee must be turned in prior to January 15th and July 15th of each year for payment of said credits.

Section 4. Employees shall submit a copy of an official transcript from their respective colleges to the City in order to take advantage of this Article.

Section 5. All employees who are required by the Fire Chief to attend training courses on their own time shall receive compensation at their regular rate of pay.

Section 6. In the event an employee is not able to use a City vehicle to attend a job related school, he shall be compensated at the rate of eighteen (18¢) cents per mile and tolls.

Section 7. Payment of the increment for college credits shall be made in the first pay period in February.

Section 8. All firefighters shall always appear neat but may wear sideburns and a mustache, so long as they are kept neat and trimmed.

Section 9. All new firefighters being hired will attend an acceptable drill and training school within their probationary period, and the Chief will set up a schedule for him to attend that school. The training shall occur while the men are on duty and they shall receive their regular salary.

Section 10. When a firefighter attends school at the direction of the City, the firefighter shall be reimbursed for all reasonable meals and lodging expenses.

Section 11. During a time period when a volunteer officer assumes temporary paid firefighter status, decisions at the fire house shall be made by the full time firefighter on duty.

ARTICLE 24

COURT TIME

Should it become necessary for any member of the Paid Fire Department to spend time in court on off-duty hours, he shall receive overtime pay for time spent there at his regular rate of pay.

ARTICLE 25

DUES CHECK OFF AND REPRESENTATION FEES

Section 1. The City agrees to check off Local dues and assessments uniformly arrived at and pay over such money to the duly elected treasurer of the employees in monthly installments. Employees will file authorization forms with the City, signed by each employee prior to such deduction.

Section 2. The City agrees to check off a representation fee, in lieu of dues, in accordance with procedures set forth in Section 3 of this Article, to be assessed against employees who are not members of the Local, in an amount equal to 85% of the dues payable by members and to pay over such money to the duly elected treasurer of the Local in monthly installments.

Section 3. REPRESENTATION FEE PROCEDURES

A. Purpose of Fee:

1. If an employee covered by this Contract does not become a member of the Local during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Contract, said employee will be required to pay a representation fee to the Local for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Local as majority representative.

B. Amount of Fee:

1. Prior to the beginning of each membership year, the Local will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Local to its own members for the membership year. The representation fee to be paid by non-members will be equal to 85% of that amount, plus 85% of any special assessments relating to contract administration or contract negotiations concerns.

C. Deduction and Transmission of Fee:

1. Notification

Once during each membership year covered in whole or in part by this Contract, the Local will submit to the City a list of those employees who have not become members of the Local for the then current membership year. The City will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Local.

2. Payroll Deductions Schedule

The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Contract is executed. The deduction will begin with the first paycheck paid:

(a) ten (10) days after receipt of the aforesaid list by the City; or

(b) twenty (20) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the City in a non-bargaining unit position or was on layoff, in which event the deduction will begin with the first paycheck paid ten (10) days after resumption of the employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the City before the Local has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission

of such fees to the Local will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Local.

5. Changes

The Local will notify the City in writing of any changes in the list provided in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the City received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Contract becomes effective, the City will submit to the Local, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) days period. The list will include names, job titles and dates of employment for all such employees.

D. Demand and Return System:

1. The Local agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share," if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended.

Section 4. The Local 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, any action taken in

making deductions and remitting the same to the Union pursuant to this Article.

ARTICLE 26

DISCRIMINATION

The City and the Local both recognize that there shall be no discrimination by reason of sex, creed, racial origin, or age as far as employment is concerning or as far as any opportunities for improvement of jobs or as a condition of employment. The City further agrees it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the Local, nor will the City encourage membership in any other Local or union or do anything to interfere with the exclusive representation of the City in the appropriate bargaining unit.

ARTICLE 27

LAY OFF AND RECALL PROCEDURES

Section 1. When it is necessary to lay off employees, the Local shall be notified at once.

ARTICLE 28

CIVIL SERVICE RULES AND REGULATIONS

Section 1. The administration and procedural provisions and control of the Civil Service Law and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Contract.

ARTICLE 29

NOTICE OF VACANCIES

Section 1. Notice of all vacancies and newly created positions in the Fire Department shall be posted and a written notice shall also be given immediately to the President of the Local. Such notice shall conform to the Civil Service Rules and Regulations.

ARTICLE 30

SEPARABILITY AND SAVINGS

Section 1. The City and the Local recognize the applicability of any present or future Executive Orders or legislation dealing with economic controls on wages, prices, salaries, etc. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event any or all salary increases or adjustments or other economic changes for 1983 or beyond cannot be legally made effective, such increases shall be omitted or proportionately adjusted according to law.

Section 2. If any provision of this Agreement or any application of the Agreement to any firefighter or group of firefighters is held invalid by operation of law or by court order or other tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall remain in full force and effect.

ARTICLE 31

FULLY BARGAINED PROVISIONS

Section 1. 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 terms of this Agreement, neither party will be required to negotiate with respect to any such matters, 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.

Section 2. Any changes or modifications of existing benefits shall be negotiated by the City and the Local before they are established.

ARTICLE 32

DURATION OF CONTRACT

This Agreement shall be in full force and effect as of January 1, 1983, and shall remain in effect to and including December 31, 1985, 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, no sooner than one hundred and fifty (150) days, or no later than 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 caused these presents to be properly signed and the proper seals to be affixed hereto in the City of North Wildwood, New Jersey, on this 11th day of October, 1983.

LOCAL #56 FIREMEN'S MUTUAL
BENEVOLENT ASSOCIATION

By:

[Signature]
[Signature]

Attest:

[Signature]

THE CITY OF NORTH WILDWOOD
CAPE MAY COUNTY, NEW JERSEY

By:

[Signature]
[Signature]

Attest:

[Signature]

SCHEDULE "A"

WAGES

The following annual wages shall be paid to the enumerated employees during their employment at the City of North Wildwood Fire Department during the term of this Agreement:

<u>Employee</u>	<u>Jan. 1, 1983</u>	<u>Jan. 1, 1984</u>	<u>July 1, 1984</u>	<u>Jan. 1, 1985</u>	<u>July 1, 1985</u>
Callahan	\$23,500	\$24,000	\$24,500	\$25,000	\$25,250
McMillan	22,500	23,250	23,750	24,250	24,500
McAlarnen	21,000	22,000	22,750	24,250	24,500
McGarry	21,000	22,000	22,750	24,250	24,500
Evangelista	18,250	19,250	20,000	21,500	22,350
Cripps	15,500	17,000	18,250	19,750	20,600