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NEW JERSEY

of

POLICEMEN'S BENEVOLENT ASSOCIATION

PRH, WILDWOOD LOCAL # 59

and

NEW JERSEY

CAPE MAY COUNTY

CITY OF NORTH WILDWOOD, City of

Between:

A G R E E M E N T

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ARTICLE

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PREAMBLE

This Agreement entered into this 4th day of January, 1982

by and between the City of North Wildwood in the County of Cape May,

New Jersey, a Municipal Corporation of the State of New Jersey, herein-

after called the "City" and Wildwood Local No. 59 of the New Jersey State

Policemen's Benevolent Association, hereinafter called the "P.B.A.",

represents the complete and final understanding on all bargainable

issues between the City and the P.B.A.

ARTICLE I

RECOGNITION

A. The City hereby recognizes Wildwood Local #59 of the NEW JERSEY

STATE POLICEMEN'S BENEVOLENT ASSOCIATION as the exclusive

collective negotiations agent for all Patrolmen, Sergeants, Lieutenants

and Captains in the Police Department.

B. The Title of Policeman shall be defined to include the plurals as well

as the singular and to include males and females.

- 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.

MANAGEMENT RIGHTS

ARTICLE II

effort shall be made to settle the differences between the aggrieved employee provisions hereof when employee is aware of said grievances and an earnest a. An aggrieved employee shall institute action, in writing, under the

Step One:

shall be followed in its entirety unless any step is waived by mutual consent. resolving grievances between the parties covered by this Agreement and The following constitutes the sole and exclusive method for

C. Steps of the Grievance Procedure

Agreement and may be raised by an individual, the P.B.A. or the City. over the interpretation or adherence to the terms and conditions of this The term "grievance" as used herein means any controversy arising

B. Definition

the intervention of the P.B.A. with the Chief of the Department and having the grievance adjusted without right of any employee having a grievance to discuss the matter informally 2. Nothing contained herein shall be construed as limiting the as informal as may be appropriate.

employees' morale. The parties agree that this procedure will be kept grievances as soon as possible so as to assure efficiency and promote affecting the terms and conditions of this Agreement and to resolve possible level, an equitable solution to the problems which may arise 1. The purpose of this procedure is to secure, at the lowest

A. Purpose

GRIEVANCE PROCEDURE

ARTICLE III

(30) days after the final decision of the Mayor and Council. In the event that

b. However, no arbitration hearing shall be scheduled sooner than thirty
Council. An arbitrator shall be selected pursuant to the Rules of P.F.R.C.

mission within ten (10) days after the determination by the Mayor and
either party may refer the matter to the Public Employment Relations Com-

a. If the grievance is not settled through Step One, Two and Three,

Step Four

tion within ten (10) days from the receipt of the grievance.

b. The Mayor and Council shall review the matter and make a determina-

Public Safety, the matter may be submitted to the Mayor and Council.

then within five (5) days following the determination of the Director of

a. In the event the grievance has not been resolved through Step Two,

Step Three

decision in writing within five (5) days from the receipt of grievance.

b. The Director of Public Safety or his representative, shall render a

(5) days from the determination by the Chief of the Department.

filed with the Director of Public Safety (or his representative) within five

shall be reduced to writing by the P.B.A. and signed by the aggrieved and

a. In the event the grievance is not settled through Step One, the same

Step Two

decision within ten (10) days after receipt of the grievance.

b. The Chief of the Department or designee, shall in writing render a

be deemed to constitute an abandonment of the grievance.

solving the matter informally. Failure to act within ten (10) days shall

and the Chief of the Department or his designee, for the purpose of re-

the aggrieved elects to pursue Civil Service Procedures, the arbitration

hearing shall be canceled and the matter withdrawn from arbitration. The

P.B.A. shall pay whatever costs may have been incurred by processing the

case to arbitration.

c. The Arbitrator shall be bound 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.

d. The costs for the service of the Arbitrator shall be borne equally

between the City and the P.B.A. Any other expenses, including but not

limited to the presentation of witnesses, shall be paid by the party incurring

same.

e. Adoption of a uniform, simplified grievance form.

and shall suffer no loss of regular pay.

participate in collective negotiations sessions that are reasonable and necessary exceed four (4) shall be excused from their normal work duties to parti-

D. During collective negotiations, authorized P.B.A. representatives not to may be appointed to represent the P.B.A. in grievances with the City.

C. One (1) P.B.A. representative and one (1) assistant P.B.A. representative City government or normal duties of employer.

should be no interference with the normal operations of the business of and such permission will not be unreasonably withheld, provided there

it will request such permission from the appropriate City representative decides to have its representatives enter the City facilities or premises,

conditions or assisting in the adjustments of grievances. When the P.B.A. premises at reasonable hours for the purpose of observing working con-

B. Accredited representatives of the P.B.A. may enter the City facilities or * (Proof of attendance shall be submitted to the Chief of Police upon return to duty)

(N.J.R.S. is meant to mean "New Jersey Revised Statutes".)

of any excused time covered under Civil Service Rule or N.J.R.S.

The intention of this section is not to deprive the P.B.A. delegate

requirement in case of emergency.

off at any one time. Exceptions may be made to this notice

the P.B.A. No more than three (3) employees shall be granted time (72) hours written notice is given to the Chief of the Department by

State and International meetings or conventions provided seventy two any employee designated by the P.B.A. to attend P.B.A. Local #59

A. The City agrees to grant time off, not to exceed one (1) week to

P.B.A. REPRESENTATIVES

ARTICLE IV

C. The P.B.A. will provide the necessary "check-off authorization" form and deliver the signed forms to the City Comptroller. The P.B.A. 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 P.B.A. to the City.

B. If during the life of this Agreement, there shall be any change in the rate of membership dues, the P.B.A. shall furnish 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 deductions for each employee.

A. The City agrees to deduct from the salaries of its employees subject to this agreement dues for the P.B.A. 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 P.B.A. office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

DEDUCTIONS FROM SALARY

ARTICLE V

- A. The P.B.A. covenants and agrees that during the term of this Agreement, neither the P.B.A. 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 action which interferes with the full and complete normal operation of the Police Department. The P.B.A. agrees that such action would constitute a material breach of this Agreement.
- B. 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 III. C. The P.B.A. will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operations of the Police Department.
- 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 P.B.A. or its members.

NO STRIKE PLEDGE

ARTICLE VI

ARTICLE VII
SICK LEAVE

A. Service Credit for Sick Leave

1. All permanent employees, 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. In cases of death in the employee's immediate family, such sick leave will only be chargeable after the time period provided in Article XIV.

3. If an employee in the line of duty is incapacitated and unable to work because of an injury, 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 employee's own doctor. Such payments shall be discontinued when an employee is placed on disability leave or pension.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of fifteen (15) days per year. 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 purposes.

3. An employee shall be reimbursed for one-half of all accrued sick leave at the termination of his employment (death or retirement), with a maximum payment of \$12,000.00.

Upon termination the City shall certify to the Department of Civil Service the employee's accumulated sick leave which shall be part of the employee's permanent record.

C. Reporting Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time.

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

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

D. Verification of Sick Leave.

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The City may require proof of illness of an employee on sick leave, however, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

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

3. In cases 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 of the employee's choice, or employer's choice. Such examination shall establish whether the employee is capable of performing his duties and that his return will not jeopardize the health of other employees. In case of worker's compensation, the City's physician shall be used. In other cases, the City has the right to have the employee examined by a physician of the City's choice in the event it is not satisfied with the examination of the physician of the employee's choice.

- A. The present work schedule shall continue in effect. In the event the members of the Department wish to revert back to the 40-hour work week, with the approval of the Police Committee, the City shall make every effort to speedily institute said 40-hour week.
- B. If an employee is required to work longer than an eight (8) hour day, he shall be entitled to overtime at one and one-half his regular rate of pay. If an employee is required to work longer than a forty two hour work week, he shall be entitled to overtime pay at one and one-half times his regular rate of pay, provided, however, a 42-hour work week is presently in effect.
- C. If an employee works one hour and fifteen minutes, he shall be paid time and one-half for one hour. Time between fifteen minutes and forty minutes past the hour shall be time and one-half ninety minutes (90). Anytime worked beyond one hour and forty five minutes shall constitute two hours at one and one-half times the employee's regular rate of pay. For additional information see attached formula.
- D. If an employee is recalled to duty, he shall receive a minimum of three (3) hours at one and one-half times his regular rate of pay.
- E. If an employee is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of three (3) hours at one and one-half times his regular rate of pay.

WORK WEEK OVERTIME

ARTICLE VIII

- F. Stand-by. If an employee is requested to stand-by at his residence, he shall receive a minimum of three (3) hours at employee's regular rate of pay.
- G. The employee shall receive thirteen (13) days a year at his regular rate of pay to compensate for the 42 hour work schedule. The employee shall have the option of being compensated in time or be paid his regular rate of pay.
- H. The City reserves the right to change the work shift provided the change is feasible and will provide adequate manpower on all shifts.

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 request.

EXCHANGE OF DAYS OFF

ARTICLE IX

A. The City shall provide the following medical and insurance coverage
1. Blue Cross and Blue Shield of N.J. URC (365 Expanded),
Rider J, Major medical.

2. Blue Cross & Blue Shield of N.J. Complete Dental Package.
3. Prescription Plan (One dollar (\$1.00) deductible)

B. 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.

C. The City shall supply to all employees necessary legal advice

and counsel in the defense of charges filed against them in perform-
ance of their duty in accordance with applicable New Jersey Statutes.
The selection of an attorney may be made by the employee subject to
the approval of the Police Committee, which approval shall not be unrea-
sonably withheld.

D. Upon an employee's retirement (after he has had 25 years service in
the Police Department of North Wildwood) he shall be entitled to
receive all the benefits outlined in Subsection A at the expense of
the City of North Wildwood for the shorter of the following periods:
1. A maximum of two years.

2. When he obtains other employment having comparable
Blue Cross and Blue Shield coverage (once the job is obtained, the
benefits terminate even if the employment terminates within two
years).

3. When employee becomes eligible for Medicare.

INSURANCE, HEALTH AND WELFARE

ARTICLE XII

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

B. Thereafter, the City shall provide an annual allowance of Three Hundred Seventy Five dollars (\$375.00) for maintenance and replacement of uniforms and equipment except as specified below:

a. Uniforms and equipment damaged or lost by accident or uncontrolled conditions, but not by negligence, in the line of duty shall be replaced by the City.

b. The City reserves the right to inspect all damaged equipment and uniforms.

c. Any defective service revolver shall be replaced immediately by the training officer or his designee.

d. Personal items damaged or destroyed in the line of duty shall be replaced by the City, provided reasonable cost therefore are agreed to mutually. The City reserves the right to inspect all damaged items, and all damaged items shall become property

of the City.

e. Shoes shall be considered part of the clothing allowance.

CLOTHING ALLOWANCE

ARTICLE XIII

ARTICLE XIV

TIME OFF

A. Employees shall be granted time off without loss of pay for the following:

1. Death in the immediate family, from date of death to and including day of the funeral.

a. Immediate family shall consist of wife, child, stepchild,

mother, father, brother, sister, stepmother, stepfather,

grandmother, grandfather, mother-in-law, father-in-law,

brother-in-law, sister-in-law.

b. Maximum time off for any one occurrence shall be four (4)

days. This time is not to be deducted from any other

benefits.

- A. Any employee 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.
- B. Employees who are subject to mandatory pre-existing Reserve requirements (Annual Active Duty for Training) of the United States Armed Forces shall be given time off for such obligations in accordance with present practices.

MILITARY LEAVE

ARTICLE XV

- A. Should it become necessary for an employee to appear in any Municipal Court, State Court or hearing during his off-duty hours, he shall receive payment at one and one half his normal rate of pay.
- B. Such payments shall be made for appearances required by arrest made within the scope on the officer's employment.
- C. An employee shall be guaranteed a minimum of one hour pay at one and one half times the employees regular rate of pay.

COURT TIME
ARTICLE XVI

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

QUALIFICATIONS OF EMPLOYMENT

ARTICLE XVII

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

PERMISSION TO LEAVE THE CITY

ARTICLE XVIII

ARTICLE XIX

PATROL CARS

- A. The City agrees to provide air-conditioned patrol cars with AM radios and heaters. In addition, the patrol cars shall contain a complete police package with shotguns installed.
- B. There shall be at least one (1) unmarked car available at all times for every shift. The keys for said car shall be available at all times in Police Headquarters.

A. Vehicles which are declared unsafe by the Chief, or his designee, shall be repaired immediately or removed from service.

UNSAFE VEHICLES

ARTICLE XX

ARTICLE XXII

NORTH WILDWOOD POLICE DEPARTMENT

OVERTIME FORMULA 19 - 19

ACTUAL TIME WORKED	STRAIGHT TIME	TIME AND ONE HALF
0 ----- 15 minutes	0	0
15 ----- 30 minutes	$\frac{1}{2}$ hour	$\frac{3}{4}$ hour
$\frac{1}{2}$ hour - 1 hr. 15 minutes	1 hour	$1\frac{1}{2}$ hour
1 $\frac{3}{4}$ hr. - 2 hr. 15 mins.	2 hours	3 hours
2 $\frac{1}{4}$ hr. - 2 hrs. 45 mins.	2 $\frac{1}{2}$ hours	3 $\frac{3}{4}$ hours
2 $\frac{3}{4}$ hrs. - 3 hrs. 15 mins.	3 hours	4 $\frac{1}{2}$ hours
3 $\frac{1}{4}$ hrs. - 3 hrs. 45 mins.	3 $\frac{1}{2}$ hours	5 $\frac{1}{4}$ hours
3 $\frac{3}{4}$ hrs. - 4 hrs. 15 mins.	4 hours	6 hours
4 $\frac{1}{4}$ hrs. - 4 hrs. 45 mins.	4 $\frac{1}{2}$ hours	6 $\frac{3}{4}$ hours
4 $\frac{3}{4}$ hrs. - 5 hrs. 15 mins.	5 hours	7 $\frac{1}{2}$ hours
5 $\frac{1}{4}$ hrs. - 5 hrs. 45 mins.	5 $\frac{1}{2}$ hours	8 $\frac{1}{4}$ hours
5 $\frac{3}{4}$ hrs. - 6 hrs. 15 mins.	6 hours	9 hours
6 $\frac{1}{4}$ hrs. - 6 hrs. 45 mins.	6 $\frac{1}{2}$ hours	9 $\frac{3}{4}$ hours
6 $\frac{3}{4}$ hrs. - 7 hrs. 15 mins.	7 hours	10 $\frac{1}{2}$ hours
7 $\frac{1}{4}$ hrs. - 7 hrs. 45 mins.	7 $\frac{1}{2}$ hours	11 $\frac{1}{4}$ hours
7 $\frac{3}{4}$ hrs. - 8 hrs. 15 mins.	8 hours	12 hours

ARTICLE XXI

WAGES

The salaries for the members of the bargaining unit shall be as follows:

	1981	1/1/82	7/1/82
CAPTAIN	24,343	25,560	26,838
LIEUTENANT	22,867	24,010	25,210
SERGEANT	21,392	22,461	23,584
4th YEAR	19,917	20,912	21,957
3rd Year	18,093	18,997	19,946
2nd Year	16,702	17,537	18,413
1st Year	13,000	13,500	14,000

A. In addition to salary, employees shall receive longevity pay to be computed at two percent (2%) of employee's base pay for every four (4) years of service to a maximum of ten percent (10%) after twenty (20) years of service. Longevity pay shall be computed from the original date of continuous employment. Payments shall be considered part of the employee's weekly salary and included in his regular bi-weekly paycheck.

ARTICLE XXIII
LONGEVITY

New employees shall serve a probationary period of three (3) months. During said probationary period, they shall be paid as if they were qualified first year Patrolmen. For purposes of seniority and longevity, the original date of continuous employment shall be used.

PROBATIONARY PERIOD

ARTICLE XXIV

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

SAVINGS BOND

ARTICLE XXV

- A. School: All members shall be compensated for attending school at their regular straight time rate of pay. Opportunities to attend school shall be posted and employees shall be chosen by the Chief of Police with ability and merit and seniority considered. Employees in school, in addition to all other compensation, shall receive compensation for meals and lodging at present amounts. The City agrees to compensate an employee for use of his personal vehicle for school at the rate of sixteen cents (16¢) per mile.
- B. All officers shall always appear neat, but may wear sideburns and a mustache, so long as they are kept neat and trimmed.
- C. Assignments to the position of K-9 Detectives etc., shall be made after giving consideration to ability, merit, all equal, then seniority.
- D. Each employee shall be entitled to one (1) hour lunch or dinner each day, and two (2) coffee breaks for each shift.
- E. The City agrees to keep an up-to-date law library of the New Jersey Statutes in the Police Room.
- F. The Chief of Police has the power to call two (2) departmental meetings a year, in which employees attend on their own time. Proper notification would consist of a written announcement posted in the police dept. 48 hours prior to such meeting time.
- G. After 30 days anyone acting in a supervisor's capacity (i.e. Patrolman for SGT/Sgt. for Lt. etc.) he will receive the pay scale equal to that rank commencing after 30 days and terminating when he is no longer acting in such supervisory capacity.

MISCELLANEOUS PROVISIONS

ARTICLE XXVII

A. The Police force shall be maintained at a strength not less than at present. The City agrees to maintain two (2) men on patrol whenever possible. Squads are to be maintained at full strength, by replacing manpower as quickly as possible.

ARTICLE XXVI
MANPOWER

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be 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.

A. The City and the P.B.A. recognize the applicability of Presidential Executive Order 11695 and other applicable present or future Executive Orders of 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 it is legally possible. In the event any or all of the salary increases or adjustments or other economic changes cannot be legally made effective, such increases shall be omitted or proportionately adjusted according to law.

SEPARABILITY AND SAVINGS

ARTICLE XXVIII

ARTICLE XXIX

COLLEGE CREDITS

- A. In addition to his salary, each employee will receive twenty five (\$25.00) dollars per year for each Police related college credit he has acquired. The total amount of this benefit is not to exceed seven hundred and fifty (\$750.00) dollars to any one employee in a calendar year.
- B. The City maintains the right to view the college transcript of any employee claiming college credits to certify that the credits are bona fide. The college transcript shall be sufficient proof of said credits.
- C. Payments are to be included in the employee's regular bimonthly pay check.
- D. Credits shall be verified by the City twice in a calendar year, the weeks of March 1 and September 1.
- E. Employee must complete three (3) years after permanent appointment to be entitled to College Credits benefits.

Leave of absence up to one (1) year without pay may be granted by the Director of Public Safety. Any person granted such leave shall return to same rank as when he left; and such leave shall not be unreasonably denied nor shall it constitute a break in seniority or longevity.

LEAVE OF ABSENCE

ARTICLE XXX

Employees may accept and be employed in any occupation off duty which is not in violation of any federal or state law.

OUTSIDE EMPLOYMENT

ARTICLE XXXI

B. Changes in existing terms and conditions of employment will be negotiated with the P.B.A. prior to implementation.

contract agreement.

A. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been 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 parties at the time they negotiated or signed this

FULLY BARGAINED PROVISIONS

ARTICLE XXXII

ARTICLE XXXIII

TERMS AND RENEWAL

THIS AGREEMENT shall be in full force and effect as of January 1, 1981 and shall remain in effect to and including December 31, 1982, and shall

remain in effect until such time a new contract can be agreed upon. This

Agreement shall continue in full force and effect from year to year there-

after, unless one party or the other gives notice, in writing no sooner

than one hundred fifty (150) days, not 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 set their hands

and seals at North Willwood, New Jersey, on this 4th day of January, 1987.

WILDWOOD LOCAL #59
POLICEMEN'S BENEVOLENT
ASSOCIATION

By Don Wasmley
Chairman, Negotiating Committee

ATTEST:

By Paul J. Henry
Jack J. Hester

CITY OF NORTH WILDWOOD
CAPE MAY COUNTY, NEW JERSEY

By William J. Blum
Mayor, City of North Willwood
and Director of Public Safety

ATTEST:

By Joseph J. Henry
Thomas H. Blum

ADDENDUM TO AGREEMENT BETWEEN THE
CITY OF NORTH WILDWOOD AND
WILDWOOD LOCAL 59 POLICEMEN'S BENEVOLENT ASSOCIATION
OF NEW JERSEY FOR THE YEARS 1981 THROUGH 1982

The parties hereto are involved in a dispute concerning whether certain language should be contained in the Collective Bargaining Agreement attached hereto. It is the position of the P.B.A. that Article VIII entitled WORKWEEK OVERTIME, Paragraph H should read as follows:

The City reserves the right to change the work shift provided the change is feasible and will provide adequate manpower on all shifts. The intent of this section is not to deprive any employee of any existing benefit.

The City contents that Article VIII, Paragraph H should read as follows:
The City reserves the right to change the work shift provided the change is feasible and will provide adequate manpower on all shifts.

The dispute exists because copies of the predecessor agreements, all of which bear the signatures of the representatives of the parties hereto, were drafted so that some copies contained the language contended by the P.B.A. herein to be correct, and some copies contained language contended by the City herein to be correct. In the hope that, at least for the duration of this agreement, the parties will not find it necessary to litigate the issue as to which party to this dispute is correct, the parties agree to amend and supplement the Collective Bargaining Agreement between the parties for the 1981-1982 years in the following respects:

1) The contract which is attached to this addendum shall be drafted in the manner contended by the City to be correct.

John P. Moore

[Signature]

ATTEST:

By *[Signature]*
WILDMOOD LOCAL 59
POLICEMEN'S BENEVOLENT ASSOCIATION
OF NEW JERSEY (NORTH WILDMOOD BRANCH)

[Signature]

ATTEST:

By *[Signature]*

CITY OF NORTH WILDMOOD

seals this 4th day of January, 1982

IN WITNESS WHEREOF, the parties hereto, have hereunto set their hands and right to grieve the removal of any benefits to which it deems its members entitled.

upon a shortening of the workweek to forty hours. The P.B.A. also shall have the the current forty-two (42) hour workweek and that said 13 days would be discontinued that aforesaid 13 days per year represents an adjustment to the members because of by the P.B.A. or whether the City's position is correct, it being the City's position question as to whether Article VIII, Paragraph H should read in the manner contended the bargaining unit, the P.B.A. will have the right to submit to arbitration the the additional 13 days per year compensation currently received by the members of bargaining unit and attempts to deprive those members of any other benefits, i.e. 4) In the event the City shortens the workweek for the members of the Article VIII, Paragraph H.

assert at any time their contention as to the proper wording to be contained in 3) Neither the City nor the P.B.A. in any way waive their rights to to be an indication that the parties agree that the City's position is correct. the City claims to be correct shall not be interpreted by any party, arbitrator or judge 2) The fact that the language contained in the contract is that which

The parties hereto are involved in a dispute concerning whether certain language should be contained in the Collective Bargaining Agreement attached hereto. It is the position of the P.B.A. that Article VIII entitled WORKWEEK OVERTIME,

Paragraph H should read as follows:

The City reserves the right to change the work shift provided the change is feasible and will provide adequate manpower on all shifts. The intent of this section is not to deprive any employee of any existing benefit.

The City contents that Article VIII, Paragraph H should read as follows:

The City reserves the right to change the work shift provided the change is feasible and will provide adequate manpower on all shifts.

The dispute exists because copies of the predecessor agreements, all of

which bear the signatures of the representatives of the parties hereto, were drafted so that some copies contained the language contended by the P.B.A. herein to be correct, and some copies contained language contended by the City herein to be correct. In the hope that, at least for the duration of this agreement, the parties will not find it necessary to litigate the issue as to which party to this dispute is correct, the parties agree to amend and supplement the Collective Bargaining Agreement

between the parties for the 1981-1982 years in the following respects:

1) The contract which is attached to this addendum shall be drafted

in the manner contended by the City to be correct.