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*Original*

05-14 Wildwood

AGREEMENT

between

Wildwood City  
CITY OF WILDWOOD

(CAPE MAY COUNTY) NEW JERSEY

and

CIVIL AND PUBLIC EMPLOYEES LOCAL NO. 1983  
INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES

X

JANUARY 1, 1985 THROUGH DECEMBER 31, 1986

1/1/85 - 12/31/86

CITY OF WILDWOOD/CAPE 1983  
AGREED UPON CONTRACT LANGUAGE CHANGES

PREAMBLE

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1985, by and between the CITY OF WILDWOOD, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter call the "City", and LOCAL NO. 1983, CIVIL AND PUBLIC EMPLOYEES OF WILDWOOD, N.J., INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, AFL-CIO, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the City and the Union.

ARTICLE I - PURPOSE

This agreement is entered into pursuant to the provisions of Chapter 303 of the Laws of 1968, and as amended (N.J.S.A. 34:13A-5.1 et. seq.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the City and its Employees: to prescribe the rights and duties of the City and Employees: and to provide for the resolution of legitimate grievances, all in order that the Public Service shall be expedited and effectuated in the best interests of the peoples of the City of Wildwood and the employees of the City.

ARTICLE II - RECOGNITION

(Reference to old contract section I)

In accordance with the "Certificate of Representation" of the Public Employment Relations Commission dated July 9, 1971 (Docket No. RO-277) the City recognized the Union as the exclusive collective negotiations agent for all employees covered in the aforementioned Certification and more specifically enumerated by job titles as set forth in the Appendices to this agreement.

ARTICLE III - 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 of America, 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 take any permissible 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 judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the United States of America.

C. Nothing contained herein shall be construed to deny or restrict the City and its powers, rights, authority, duties and responsibilities under N.J.S.A. 40, 40A, 11 or other national, state county or local laws or ordinances.

#### ARTICLE IV - DEFINITIONS

The following words and terms, when used in the contract shall have the following meanings, unless the contents clearly indicates otherwise, and as defined by the Department of Civil Service in the Classified Service.

**PERMANENT EMPLOYEE:** An employee who has acquired permanent status in his/her position after the satisfactory completion of a working test period.

**TEMPORARY EMPLOYEE:** Persons appointed to a temporary position as provided under Civil Service Rules for a period or recurring periods totalling not more than four (4) months in any 12 month period.

**PROVISIONAL APPOINTMENT:** Means the appointment to a permanent position pending permanent appointment of an eligible person from a special re-employment, regular re-employment or employment list.

**PART-TIME EMPLOYEE:** An employee whose regular hours of duty are less than the assigned regular and normal week for the work unit.

**SEASONAL:** Employees who are hired (on a temporary basis) during the seasonal period of May 1 through October 31 of any given year.

**RETIRED EMPLOYEE:** Employees who retire from a State administered Retirement System.

**DEPENDENTS:** Includes employees spouse and any employee's (un)married children (including any step children, legally adopted children and foster children) dependent upon employee for complete support and maintenance and who have been reported for insurance between birth and 19 years of age, or 23 years of age if a full-time student attending an accredited college. The aforementioned definition of dependents shall bar any other qualified dependent from benefits available. Notwithstanding this section, the criteria of the New Jersey State Health Benefits program shall be the final determinant for dependent status and coverage for health insurance purposes.

**GRIEVANCE:** Any controversey arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual or the Union.

**OVERTIME:** Any hours worked beyond normal scheduled hours as defined herein.

**ANNIVERSARY DATE:** Anniversary date, for the purposes of annual increment and longevity for any employee who achieves full time status during any given year, shall be considered from, initial date of hire, provided initial hire was in a provisional or permanent full-time capacity only.

#### **ARTICLE V - SENIORITY**

- A. For the purposes of accruing benefits payable, including, but not limited to vacations, sick leave, longevity, and assignments, seniority shall be defined as "continuous and uninterrupted employment with the City from date of initial provisional or permanent hire".
- B. For purposes of layoff or demotion, Seniority shall be defined as "the amount of time which an employee has served as in a permanent capacity in a title on the same level from which he/she is being laid off or begin demoted regardless of (Departmental) unit.
- C. The City shall utilize experience, ability, qualifications, performance record, attitude and the result of the Civil Service Examination process as the criteria for promotion of employees to job classifications having a higher rate of pay. When all of the aforementioned items are subsequently equal, Seniority (using the definition in Section B above) shall be the deciding factor.
- D. The City shall mail or hand deliver to the Union Business Representative and Chief Shop Steward, at the Union Office address to be supplied to the City by the Union, copies of all job opportunities bulletins, Civil Service test notifications and all other correspondence, notices or other materials forwarded to or received from Civil Service concerning job openings or opportunities with 72 hours of receipt or transmittal of same.

#### **ARTICLE VI - GRIEVANCE PROCEDURE**

**A. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to 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 morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss that matter informally with any member of the departmental supervisory staff or

City Personnel Office and having the grievance adjusted without the intervention of the Union.

### C. 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 a 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 solve the difference informally between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said two (2) working days shall be deemed to constitute abandonment of a claim.

(b) The Supervisor shall render his decision within two full working days after receipt of the grievance.

#### STEP TWO:

(a) IN the event a satisfactory settlement has not been reached, the employee shall, in writing and signed, file his complaint with the Department Director (or his representative) within five (5) working days following the determination by the supervisor.

(b) The Department Director 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 at Step Two, then within ten (10) working days following the determination of the Department Head the matter may be submitted to the Mayor or his designee.

B. The Mayor or his designee shall review the matter and make a determination within ten (10) working days from the receipt of the complaint. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

#### Step Four

In the event that a grievance has not been resolved at Step Three, the employee may, within ten (10) working days following receipt by him/her of the determination of the Mayor or his designee, submit the matter to the Public Employment Relations Commission for Binding Arbitration. In the event that the employee shall elect to submit the grievance to binding arbitration, the following provisions shall apply:

- (1) An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.
- (2) The arbitrator shall be bound by the parameters of the grievance definition stated in Article \_\_\_ of this Agreement.
- (3) The decision of the Arbitrator shall be binding upon the parties.
- (4) The costs of the services of the arbitrator shall be borne by the party against whom the arbitrators ruling is rendered. The arbitrator shall set forth the findings of fact and reason for making the award within ten (10) days after the conclusion of the arbitration hearing, unless otherwise agreed to by the parties.
- (5) The election by an employee to proceed with binding arbitration shall be exclusive any by electing binding arbitration an employee shall be deemed to have irrevocably waived all rights to pursue and all remedies pursuant to and before the Department of Civil Service.
- (6) In no event shall the provisions of this Step Five be construed to prevent the City from seeking legal relief, including injunctive relief, to enforce any of the terms and conditions hereof.

Nothing contained herein shall deprive or prevent an employee from utilizing existing Civil Service remedies for the appeal and review of disciplinary actions.

#### D. Union Representation in Grievance Procedure:

1. The Shop Steward (or Union Representative) may be present and participate in the grievance procedures at Step One (1).
2. The Business Agent for the Local Union may participate in the grievance procedure at Step Two (2) and at all steps subsequent thereto.
3. The International Representative of the Union and any other Union Personnel deemed appropriate by the Business Agent may participate in the grievance procedure at Step Three (3) and at all Steps subsequent thereto.
4. At any meeting between a Representative of the City and an employee in which discipline (including warnings which are to be included in the personnel file, suspensions, demotion, discharge or withholding of wages because of tardiness or unauthorized absence) is to be announced, a Union Representative may be present if the employee so requests.
5. An employee shall be given time off with pay for time used in the presentation of grievances pursuant to the grievance procedure. Grievances on behalf of a class of employees (more than 3)

shall only have the affected employees released with pay for time to give testimony only, and not to observe the overall proceedings if in the opinion of the City, normal city operations will be adversely affected. Witnesses who are not part of a claim shall be given time off with pay for the purposes of testifying before a grievance hearing officer if required.

#### F. Labor-Management Committee

There is herewith established a Labor-Management Committee to serve as a forum for representatives of the City and the Union to meet and discuss items such as training, equipment, uniforms, safety, procedures and other subjects relevant to the Union and the City of Wildwood. Its composition shall include the shop stewards of the Union, the Public Works and Water & Sewer Directors, City Personnel Officer and the City Business Administrator. It shall be chaired by the Business Administrator and its actions shall be non-binding upon the City and advisory only.

### ARTICLE VII 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 adjustment of grievances. When the Union decides to have its representatives enter the City facilities or premises, it will request such permission from the appropriate City representatives and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of City government or normal duties of employees nor meetings held on City time or property.

B. A Shop Steward from each of the following work groups will be elected by the membership of that work group to represent the Union with the City. The Union shall provide the City with a constantly updated list of Stewards. (List of Steward groups to be inserted)

C. The City will allow shop stewards reasonable time to conduct union business relating to the administration of the contract, and employee problems in regard to their employment during working hours provided that normal city operations will not be adversely affected. All work relating to union organization, negotiation proposals, and non-city related matters may only be discussed during non-working hours.

### ARTICLE VIII - HOURS AND OVERTIME

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

(1) Clerical Employees - thirty-two and one-half (32 1/2) hours per week, that is six and one-half (6 1/2) hours per day for five days per week. All individuals hired subsequent to January 1, 1981, however, shall be hired to work thirty-five (35) hours per week and shall be employed and compensated for said 35 hour week as employees hired prior to January 1, 1981 in a similar step range are employed and compensated for a 32 1/2 hour week.

(2) All other employees - Thirty-five (35) hours per week, that is seven (7.0) hours per day, five days per week.

**B. Overtime Payment**

(1) All work performed in excess of the specified hours in any work week shall be paid for at the rate of time and one half. Excess hours between the regular schedule and 40 hours per week may be accrued at compensatory time or sick leave in lieu of overtime payments at the employee's request.

(2) No employee shall receive overtime payment for working on an unscheduled day if and when he is sick the regularly scheduled work day prior to and the regularly scheduled day after the work is performed.

**C.** All compensatory time earned in a given year shall be taken by June 30th of the succeeding year. Time not taken shall be converted into accumulated sick leave. The employee shall be responsible for the requesting the use of such earned time, and the City shall not unreasonably withhold permission for its use.

**D.** The provisions of Paragraph B of this Article shall, however, not apply to those employees who have voluntarily chosen to accept seasonal employment by the City in addition to their regular year-round employment by the City.

**E.** In the distribution of overtime work, preference over temporary or seasonal employees shall be given to permanent full time employees. Overtime shall be distributed as equitably as possible.

**F.** The overtime provisions of this Article shall apply only to permanent or provisional employees.

**G - Standby, Call out and Overtime:**

1. Standby - An employee placed on "standby" - being required to be available for a "callout" on his off duty hours, shall be provided an electronic paging device which he/she shall have on his person and turned on during the time the employee is on standby. Upon receiving a callout, the employee shall respond to the callout within 30 minutes of the call. Standby duty shall be equitably rotated among all employees deemed by management to be qualified to handle the necessary callout duties.

In recognition that the needs of the City for standby workers varies from Department to Department and varies by season, compensation for standby time shall be as follows:

Water Utility: Monday through Friday nights - 2 hours/night at straight time rates, Saturday and Sunday 4 hours per day at straight time rates

Sewer Division: Same as Water utility but on a seasonal basis as assigned



Traffic Signals: For every seven days (5 weekdays and two weekend days) an employee on standby shall receive 7 hours compensatory time. In the event of standby assignments, the same shall apply to Traffic Markings employees.

2. Callout:

a. Each employee required to return to work as either the result of a standby callout or an emergency callout shall be assumed to work a minimum of three (3) hours at the employees regular rate of pay, except that any callout time that causes the employees to total time worked for the week to exceed forty, then all hours over forty will be paid at time and one half.

b. If a single callout exceed three hours, the employee shall be compensated at one and one half times his regular rate for all hours in excess of three.

c. If the reason for the callout takes less than three hours of work, the employee may return to his home, except that if there is another call during the same three hour period, there shall be no additional compensation if the employee must return to work.

d. After the initial three hour period has expired, another callout during the same evening or weekend shall start the process again.

e. In the event of an emergency, any and all employees available to work shall report as directed when contacted by a city official. Pay for such work shall be at time and one half the employee's regular rate of pay.

H. Each employee shall be entitled to two (2) uninterrupted ten (10) minute coffee breaks per day, one in the morning and one in the afternoon, each of which shall be taken at a time and place which shall be in the absolute and sole discretion of the City.

ARTICLE IX - HOLIDAYS

A. For 1986, the following Holidays shall be recognized for *provisional and permanent* employees:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Good Friday  
Easter Monday  
Memorial Day

Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
General Election Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day

*1985 shall include Lincoln's Birthday and Primary Election Day in addition to the ones listed above.*

B. The holidays scheduled in the foregoing paragraph shall be considered to be celebrated on Friday if the same fall on Saturday and shall be considered to be celebrated on Monday if the same falls on Sunday.

C. Employees who are scheduled to work on the recognized holidays noted in this Article shall be entitled to receive the regular straight time pay to which such employees would have been entitled had they not worked on said holiday and shall in addition be paid at the rate of one and one-half for the actual hours they worked on said holiday.

D. Employees who are normally scheduled to work a work week other than a normal Monday through Friday work week shall receive the same holiday benefits as do all other employees. If, during the regular scheduled work week of such employees, a holiday occurs and it does not occur on a regular work day of such employee, said employee shall be entitled to the last day of his work week as a holiday. If said employee is required to work on the last day of his work week, he will receive for working on said holiday, holiday pay. That is, he will be paid for the holiday as such, and in addition he will be paid time and one-half for the actual hours which he works in such day.

E. Employees shall be granted a holiday whenever same is declared by Proclamation of the President of the United States or the Governor of the State of New Jersey, subject to paragraphs C and D of this Article.

F. *Effective in 1986*, employees shall have two "Floating Holidays" in addition to "A" above to be taken at the employees discretion, provided that at least 48 hours notice to take such a day be provided the City and that the City determines that the conduct of City Business will not be adversely affected by the employees absence on that particular day. Floating holidays not taken in a calendar year may not be carried over to the next year, but may be added to the employee's accumulated sick leave. If by request of the City, the Union votes (by a simple majority) to have all employees take a specific day off, that will count floating holiday and as the equivalent of a regularly scheduled holiday.

G. In order to be paid for a Holiday, the employee must work on the day before and the day after the holiday in order to be paid for the holiday, unless the employee is on an authorized vacation leave, the absence is part of an extended sick leave (using at least three days of consecutive sick leave), or otherwise provides substantial evidence of an illness for the period. This clause is expressly provided to prevent abuse of employees of sick leave by taking "extended weekends" on holiday weekends.

## ARTICLE X VACATIONS

A. Annual vacation leave with pay shall be earned as follows:

1) The rate of one working day of vacation for each month of service during the remainder of the calendar year following the day of appointment

2) Twelve (12) working days vacation thereafter for every year and up to ten years of service

3) Fifteen (15) working days vacation after the completion of ten (10) years of service and up to twenty (20) years of service

4) Twenty (20) working days vacation after the completion of twenty (20) years of service.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority, unless the appointment authority determines that it cannot be taken because of the pressure of work. Any unused vacation shall be carried forward into the next succeeding year only. Should the vacation time not be taken in the carry-forward year, it shall be added to the employees accumulated sick leave.

C. The vacation provisions of this Article shall apply only to permanent or provisional employees.

## ARTICLE XI - HOSPITALIZATION & INSURANCE

A. The City at its sole cost shall provide for all permanent and provisional employees who have been on the payroll for three (3) months at the beginning of the fourth (4th) month, health benefits insurance as follows:

1. Enrollment in the New Jersey State Health Benefits Program as provided as of the effective date of this contract for Hospitalization, Medical, laboratory (Rider J) and Major Medical or Health Maintenance Organization benefits (HMO). HMO benefits shall be paid at the maximum of the cost to the City of the other benefits, Any additional HMO costs will be borne by the employee through a payroll deduction.

2. Enrollment in health insurance programs that provide substantially similar benefits and procedures to the policies noted below:

Blue Cross Prescription Drug Plan with \$1.00 co-payment

Health Service Incorporated (HSI - Blue Cross-Blue Shield)  
Basic and UCR Dental Plan

Health Service Incorporated (HSI - Blue Cross-Blue Shield)  
Free standing Vision Plan

## ARTICLE XII - PERSONAL LEAVES

### A. Sick Leave

#### 1. Service Credit for Sick Leave

(a) All permanent and provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

(b) 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 a member of the employee's immediate family who is seriously ill.

(c) Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during such a period of illness (b).

#### 2. Amount of Sick Leave

(a) The minimum sick leave with pay shall accrue to any permanent or provisional employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment, and fifteen (15) working days on every calendar year thereafter.

(b) Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

(c) 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.

#### 3. Reporting of Absence on Sick Leave

(a) If an employee is absent for reasons that entitles him/her to sick leave, his/her Department Head or Supervisor shall be notified no later than thirty (30) minutes after the employee's starting time, except in those work situations where notice must be made prior to the employee's starting time.

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

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

#### 4. Verification of Sick Leave

(a) An employee who shall be absent on sick leave for five (5) or more consecutive working days may, in the absolute and sole discretion of the City be required to submit acceptable medical evidence substantiating said illness.

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

ii. The appointment 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.

(b) In case of leave of absence due to exposure to contagious disease, a certificate from the County Department of Health shall be required.

(c) 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.

#### 4. Sick Leave Termination

(a) An employee shall be reimbursed for accrued sick leave in accordance with the provisions of the City of Wildwood Ordinance No. 1010 as amended.

(b) In the event of the death of an employee who has not utilized accumulated sick leave, said employee's estate shall be compensated for accumulated unused sick leave in accordance with the terms and conditions set forth in Article XII, paragraph 5(a), hereinabove.

6. An employee who uses less than 3 sick days in a single calendar year, shall receive 2 personal leave days in the following year to be taken in a manner identical to that of a "floating holiday" as described above. If such leaves cannot be taken due to denial of the time by the City, it shall be paid in cash at the end of the second year.

#### B. Bereavement Leave

1. Each permanent or provisional employee shall be permitted a maximum of five (5) consecutive leave days, commencing on the day or on the day subsequent of the day of death of any of the following:

Mother, Father, Brother, Sister, Son, Daughter,  
Husband, Wife, Parent-in-Law and any individual  
permanently residing in the same household with  
decedent

2. Each permanent or provisional employee shall be permitted one day leave to attend the funeral of any of the following:

Grandfather, Grandmother, Grandson, Granddaughter, Son-in-Law, Daughter-in-Law, Aunt, Uncle, Niece, Nephew, Brother-in-Law or Sister-in-Law.

#### ARTICLE XIV - LONGEVITY

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

1. Five (5) years of service - 2% longevity pay based upon employee's base salary

2. Ten (10) Years of service - 4%

3. Thirteen (13) years of service - 6%

4. Sixteen years of service - 8%

5. Nineteen(19) years of service - 10%

6. Twenty-two (22) years of service - 12%

7. Twenty five (25) years of service - 14%

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

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

#### ARTICLE XV - TEMPORARY OR SEASONAL EMPLOYEMENT

Temporary or seasonal employees compensated at an hourly wage rate for those titles noted below shall be paid at the discretion of the City not more than a rate not to exceed that provided for said skill pursuant to this contract:

Comfort Station Attendants  
Paper-pickers (designated as laborers)  
Clerical Employees  
Laborers (other than paper-pickers)

#### ARTICLE XVI - SALARIES & COMPENSATION

A. Salary Schedule

(1) Commencing January 1, 1985, employees shall be paid in accordance with Appendices A and D, which outlines the Grade assigned to each job title and employee placement on the schedule, and

Appendix B which details the Grade and Step and pay plan for 1985. For employees affected by the Civil Service Reclassification which is expected to take effect September 30, 1985, for the purposes of salary, payment shall be made as if the employee held the reclassified position on January 1, 1985.

(2) Effective January 1, 1986, employees shall be paid in accordance with Appendix C, which is a 6% increase over the rate in Appendix B.

(3) Employees listed by name in the "Grandfather" section of Appendix D shall be grandfathered at their 1984 salary, except that that they shall receive the annual percentage increases or other across the board increases received by other employees.

(4) Employees who, in 1985, do not receive an increase through the Reclassification, will receive a one time, \$100 lump sum payment as part of their retroactive salary payment.

B. Titles not presently listed in Appendix A, but are created through administrative action, shall be placed on the Salary Schedule at an appropriate grade, commensurate with the responsibilities of the position and other similar positions, after review by the Labor Management Committee.

C. Commencing with the effective date of this contract, new employees hired in a provisional or permanent status shall commence work at the lowest step on the grade assigned for their title. On the first pay date of the first month of the calendar quarter following the anniversary of one full year of service of employment they shall move to the next step on the salary schedule until they reach the maximum salary for the grade. This shall not change present longevity practices.

D. Assigned Deputy positions shall receive, in addition to their regular salary, \$1,000.00 per year which amount shall be utilized in the computation of longevity. Assigned Deputies shall be limited to a maximum which shall not exceed that number in existence at the time of execution hereof.

E. SHIFT DIFFERENTIAL - During the term hereof, payment shall be made for working other than the normal shift for the work unit as follows:

- 1) Second shift - \$.18 per hour over the first (normal) shift rate
- 2) Third shift - \$.24 per hour over the first shift rate

F. During the term hereof, employees who are required to possess a State issued license as a condition precedent to maintain their employment, shall in addition to their regular salary, be compensated \$500.00 annually.

1. During the term hereof, each employee shall be compensated only if said employee possesses a license as follows:

a. Stationary Engineer licenses as follows:

- i. First Class - gold seal
- ii. Second Class - red seal
- iii. Third Class - blue seal
- iv. Number Four - black seal

b. No employee shall be compensated for holding more than one of the enumerated licenses.

G. Employees serving in the Fleet Maintenance unit shall receive, for 1985 only, a one time payment as follows to be paid in December:

Mechanic & Senior Mechanics who worked the entire year - \$125.00  
All other employees - \$50.00

H. Salary Reopener - The City agrees to reopen the contract for additional discussion in the event that the City settles with the Fireman's Mutual Benevolent Association, Local 50 at a 1986 salary percentage increase higher than that provided to the Union herein. This does not apply in the event of a City settlement with the FMBA through the Binding Arbitration process.

#### ARTICLE XVII - BULLETIN BOARDS

Bulletin Boards shall be made available by the City and shall be designated "Union Bulletin Boards". 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 of the area or his representative may have removed from the Bulletin Board any material which does not conform with the intent and provisions of this Article.

#### ARTICLE XVIII - WORK RULES

It is acknowledged that the City shall adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that same are not contrary to this agreement. If it is alleged that any such rule and regulations is contrary to this Agreement, then the Union may grieve with reference to same.

Copies of all Departmental work rules or modifications to same shall be supplied to each Departmental Steward.

#### ARTICLE XIX - NO STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Union



agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Union member shall entitle the City to invoke any of the following alternatives:

1. Withdrawal of dues deduction privileges

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

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

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

#### ARTICLE XX - NON-DISCRIMINATION

A. There shall be no discrimination by the City or the Union against an employee on account of age, color, creed, sex, national origin, political affiliation or handicapped.

B. All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

C. 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 who are not members of the union and shall not solicit membership in the Union or the payment of dues during working time.

#### ARTICLE XXI - DEDUCTIONS FROM SALARY

A. The City shall deduct from the salaries of its employees who are members of the Union, subject to this agreement, unions dues. Such deductions shall be made in compliance with Chapter 310 or the Public Laws of 1967, N.J.S.A. 52:14 et seq.

B. City shall deduct from the salaries of all permanent and provisional employees, subject to this agreement, who are not union members, a representation fee in lieu of dues for services rendered by the Union, in an amount equal to 85% of Union's regular membership dues to the extent permitted by law; to the extent provided and

limited pursuant to Chapter 30 of the Public Laws of 1967 (N.J.S.A. 52:14 et. seq.); and to the extent that any assessment is imposed upon its local membership, Union may assess those non-union members identified in this Paragraph B to a maximum of 85% of any assessment provided, however that said assessment and the proceeds thereof shall be used solely and exclusively for legal costs and dees.

C. The deductions referenced in Sections A and B hereinabove, together with detailed records relating thereto shall be transmitted to the Union Office by the fifteenth day of each month following the monthly pay period in which said deductions were made.

D. Union shall indemnify and hold harmless, including legal fees, City from and on account of any and all claims by a City employee or any third party for the improper deduction of such dues or fees which improper deduction was not occasioned by negligence of City.

E. If during the life of this agreement there shall be any change in the rate of membership dues, Union shall furnish to City written notice prior to the effective date of such change.

F. Union will provide the necessary "check-off authorization" form and delivery the signed forms to the City Controller. Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other form of liability that may arise out of or by reason of action taken by the City in reliance upon salary deduction, authorization cards submitted by Union to City.

#### ARTICLE XXII - MISCELLANEOUS

A. If permitted pursuant to specific statutory authority, employees shall be permitted to reacquire pension rights to which employee is presently entitled as a matter of law. In no event however, shall the City's contribution thereto be greater than the amount which the City would have been required to contribute if the pension contribution had been made in the year for which employee is reacquiring said pension rights.

B. At the time of the negotiation of the successor agreement hereto, the City, upon written demand therefore, shall within ten (10) days, provide the Union with a list of all personnel, together with their classification, who are members of the Union.

C. All disciplinary hearings conducted by the City against any individual represented by the Union shall be recorded on tape. A copy of said tape shall be prepared by the City and shall be provided to the Chief Shop Steward of the Union within the time limit provided for appeal from the decisions rendered. City shall have no responsibility to transcribe said tape.

#### ARTICLE XXIII - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of the law or by a court or other tribunal or competent jurisdiction, such provisions shall be inoperative, but all other

provisions shall not be affected thereby, and shall continue in full force and effect.

ARTICLE XXIV - FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by the Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXV - TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 1985 to December 31, 1986. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing at least one hundred eighty (180) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties heretofore have hereunto set their hands and seals at Wildwood, New Jersey, on this 28<sup>th</sup> day of October, 1985.

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

CITY OF WILDWOOD,  
CAPE MAY COUNTY,  
NEW JERSEY

BY: Ralph Williams

BY: Victor Di Silvestro, Mayor

ATTEST: [Signature]

ATTEST: Peter P. Yecco, City Clerk

APPENDIX A - POSITION TITLE GRADES DEPARTMENT OF WATER & SEWER TITLES

Asst. Chief Pumping Station Op.	9
Assistant Water Foreman	7
Chief Pumping Station Operator	10
Chief Sewage Plant Operator	10
Groundskeeper	4
Laborer	4
Maint Repairer/Mason	5
Pump Station Operator	5
Senior Stock Clerk	4
Senior Water Repairer	6
Sewage Plant Operator	5
Sewer Equip Operator	7
Sr. Pump Station Operator	7
Sr. Water Meter Reader/ Meter Repairer	6
Water Meter Reader/ Repairer Foreman	9
Water Foreman	9
Water Repairer	5

DEPARTMENT OF PUBLIC WORKS TITLES

TITLE GRADE	
Assistant Parks Foreman	8
Assistant Laborer Foreman	8
Building Maint. Worker	4
Building Service Foreman	9
Building Service Worker	3
Comfort Station Attend.	2
Equipment Operator	6
Groundskeeper	4
Laborer	4
Maint. Repairer - Carpenter/ Foreman	12
Maint. Repairer - Carpenter Mechanic	6
Parking Meter Repairer/Collector	6
Parks Foreman	9
Senior Maint. Repairer/Carpenter	7
Senior Mechanic	7
Senior Bldg. Maint Worker	5
Sr. Traffic Maint. Worker	6
Sr. Traffic Signal Electrician	9
Tire Service Repairer	5
Traffic Maint Foreman	9
Traffic Maint Worker	5
Traffic Signal Electrician	7
Truck Driver	5

APPENDIX A -

CONTINUED

ADMINISTRATIVE DEPARTMENT TITLES

Administrative Clerk	7
Cashier	4
Clerk Transcriber	4
Clerk Typist	4
Investigator-Consumer Affairs/ Senior Clerk Typist	6
Microfilm Machine Operator/ Clerk Typist	4
Permit Clerk/Typing- Registrar of Vital Statistics	6
Principal Assessing Clerk	6
Principal Clerk Typist	6
Principial Tax Clerk	6
Senior Account Clerk (Typing)	5
Senior Cashier	5
Senior Clerk Stenographer	5
Senior Clerk Transcriber	5
Senior Clerk Typist	5
Senior Payroll Clerk	5
Senior Personnel Clerk (Typing)	5
Senior Timekeeper	5
Special Activities Supervisor	6
Tax Clerk (Typing)	4
Welfare Interviewer/Typing	4

APPENDIX B

SALARY SCHEDULE EFFECTIVE JANUARY 1, 1985

PERCENT INCREASE OF 4.00%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
	1	8,570	9,220	9,870	10,520	11,482
G	2	8,986	9,709	10,433	11,157	12,288
	3	9,402	10,200	11,118	11,898	13,380
R	4	9,818	10,691	11,566	12,438	13,874
	5	10,234	11,182	12,131	13,079	14,446
A	6	10,650	11,672	12,694	13,717	14,742
	7	11,066	12,164	13,262	14,360	15,657
D	8	11,482	12,654	13,826	14,998	16,318
	9	11,898	13,146	14,394	15,642	16,890
E	10	12,314	13,634	14,960	16,286	17,612
	11	12,730	14,123	15,527	16,931	18,335
	12	13,146	14,612	16,094	17,576	19,058
	13	13,562	15,101	16,651	18,221	19,781

APPENDIX C

SALARY SCHEDULE EFFECTIVE JANUARY 1, 1986

PERCENT INCREASE OF 6.00%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
	1	9,084	9,773	10,462	11,151	12,170
	2	9,525	10,292	11,059	11,827	13,025
G	3	9,966	10,812	11,785	12,611	14,182
	4	10,407	11,333	12,260	13,185	14,706
R	5	10,848	11,853	12,858	13,864	15,312
	6	11,289	12,372	13,456	14,540	15,627
A	7	11,730	12,894	14,058	15,222	16,597
	8	12,170	13,413	14,655	15,898	17,297
D	9	12,611	13,934	15,257	16,580	17,903
	10	13,052	14,452	15,858	17,264	18,669
E	11	13,493	14,971	16,459	17,947	19,435
	12	13,934	15,489	17,060	18,631	20,201
	13	14,375	16,007	17,660	19,314	20,968

APPENDIX D

SCHEDULE OF "GRANDFATHERED" EMPLOYEES

EMPLOYEE NAME SALARIES FOR TERM OF CONTRACT 1984

	<u>1984</u> (Base)	<u>1/1/85</u> (4%)	<u>1/1/86</u> (6%)
Bauer, Joseph	22,025	22,906	24,280
Boyle, Donald	16,240	* 16,240	15,627
Kennedy, John	13,890	14,446	15,312
Malinowski, John	16,240	16,890	17,903
Murphy, Edward	15,055	15,657	16,597
Thompson, Herbert	16,240	16,890	17,903
Di Bruno, James	15,055	15,657	16,597

OTHER EMPLOYEE SALARY CHANGES

Effective January 1, 1985, Carrel Hoffman will be placed at Grade 4, Step 3.

\* Effective October 28, 1985, Salary Goes to 14,742.