

3-0244

05-14

AGREEMENT

between

Wildwood City
CITY OF WILDWOOD, CAPE MAY COUNTY)

NEW JERSEY

AND

WILDWOOD LOCAL NO. 50

FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION

OF

NEW JERSEY

X JANUARY 1, 1985 through DECEMBER 31, 1986

1/1/85-12/31/86

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 CITY, and WILDWOOD LOCAL NO. 50, hereinafter Local represents the complete and final understanding on all bargainable issues between City and Local.

ARTICLE I

RECOGNITION

A. City hereby recognizes Local as the exclusive collective negotiations agent for all employees covered herein and more specifically enumerated by job title as set forth in Appendix A.

ARTICLE II

MANAGEMENT RIGHTS

A. 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 provision 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 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 thereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict

City and its powers, rights, authority, duties, and responsibilities under R.S. 40, and R.S. 11, or any other national, state, county, or local laws or ordinances.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

B. Definition

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

C. Steps of the Grievance Procedure

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

STEP ONE:

(a) An aggrieved employee shall institute action under the provisions hereof within two (2) assigned working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his Captain for the purpose of resolving the matter informally. Failure to act within said two (2) assigned working days shall be deemed to constitute an abandonment of the grievance.

(b) The Captain shall render a decision within five (5) working days after receipt of the grievance.

STEP TWO:

(a) In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed, file his complaint with the department head (or Head of the Municipal Fire Division) within five (5) working days following the determination by the Supervisor.

(b) The department head, or Head of the Municipal Fire Division, shall render a decision in writing within Five (5) working days from the receipt of the complaint.

STEP THREE:

(a) In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the department head the matter may be submitted to the Business Administrator.

(b) The Business Administrator shall review the matter and make a determination within ten (10) working days from the receipt of the complaint.

STEP FOUR:

(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 Business Administrator. An Arbitrator shall be selected pursuant to the Rules and Regulations of the Public Employee Relations Commission.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Business Administrator.

(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 to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto unless both parties agree in advance to it.

(d) The Arbitrators decision shall be binding on both parties.

D. The City shall provide the Association with specifically designed and agreed upon forms on which to file grievances.

ARTICLE IV

SENIORITY

Seniority, which is defined as continuous employment with City from date of last hire, will be given due consideration by City in accordance with Civil Service Regulations.

ARTICLE V

UNION REPRESENTATIVES

A. Accredited representatives of Local may enter City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When Local decides to have its representative enter 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 nor meetings held on City time or property.

B. One designated representative may be appointed to represent Local in grievances with City.

ARTICLE VI

HOLIDAYS

A. The following holidays shall be recognized for permanent full time (twelve month) employees:

- | | |
|----------------------------------|------------------------------|
| 1. New Year's Day | 9. Independence Day |
| 2. Martin Luther King's Birthday | 10. Labor Day |
| 3. Lincoln's Birthday | 11. Columbus Day |
| 4. Washington's Birthday | 12. Veteran's Day |
| 5. Good Friday | 13. General Election Day |
| 6. Easter | 14. Thanksgiving Day |
| 7. Memorial Day | 15. Day After Thanksgiving D |
| 8. Primary Election Day | 16. Christmas |

B. 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.

ARTICLE VII

VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of

one working day of vacation for each full month of service during the remainder of the calendar year following the day of appointment. For subsequent years, the following schedule shall apply:

| | |
|------------------------------|-----------------|
| Each year up to 10 years | 16 working days |
| Completion of 10 to 15 years | 20 working days |
| Completion of 15 to 20 years | 24 working days |
| After completion of 20 years | 28 working days |

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried into the next succeeding year only.

C. The vacation provisions of this Article shall apply only to permanent full time (twelve month) full shift employees.

D. Each vacation day shall be equivalent to one assigned shift, i.e., 10 hours or 14 hours.

ARTICLE VIII

HEALTH AND WELFARE INSURANCE

A. The City shall provide enrollment in health insurance policies that provides substantially similar benefits and procedures to the policies noted below for all permanent and provisional employees who have been on the payroll for two full months, at the beginning of the third month of employment.

B. Benefits covered under this program to which coverage shall be substantially similar are: New Jersey State Health Benefits Program for Hospitalization, Medical, Laboratory Services and Major Medical benefits, or an approved Health Maintenance Organization:

- (a) Blue Cross Prescription Drug Plan with \$1.00 co-payment
- (b) Health Service Incorporated (HSI - Blue Cross/Blue Shield) Basic and UCR Dental Plan
- (c) Health Service Incorporated (HSI - Blue Cross/Blue Shield) Free Standing Vision Plan
- (d) 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.

C. The City will provide for diagnostic testing of immediate family members of an employee who, through providing ambulance service as part of their employment, is believed, in the opinion of the attending physician, was exposed to a contagious disease that may have transmitted

to the immediate family members. Any subsequent expenses incurred on behalf of the family member (s) as a result of the diagnostic testing will be covered refers to diseases such as Acquired Immune Deficiency Syndrome (AIDS), Hepatitis, Spinal Meningitis, and similar infections.

ARTICLE IX

SICK LEAVE

A. Service Credit for Sick Leave

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

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Such leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon the number of the immediate family who is seriously ill.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full time (twelve month) full shift employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter. Part time permanent employees shall be entitled to sick leave as established regulation.

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

3. In accordance with the following schedule, an employee who uses less than the listed number of sick days in a calendar year, shall have the option of having the City compensate him at that year's rate of pay, in cash for the time in the first pay of the following year. Such an election must be made, approved by the Department Director and submitted to the City Treasurer by the time payroll sheets are to be submitted for the first pay in January. The schedule is as follows:

Less than 3 sick days: Up to 5 days payment

Between 3 and 5 sick days (inclusive): Up to 3 days payment

C. Reporting of Absence on Sick Leave

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

usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

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

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

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

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

(b) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

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

3. 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 City by a physician designated by City. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees

E. Sick Leave Termination

1. Employees shall be reimbursed for accrued sick leave in accordance with the provisions of the City of Wildwood Ordinance No. 1007, copy annexed.

2. 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 condition set forth herein.

F. Bereavement Leave

1. In the case of death in the immediate family, an employee shall be granted leave from the day of death up to and including the day of funeral.

2. Immediate family shall be defined as the employee's husband, wife, child, step-child, father, mother, brother, sister, father-in-law, and mother-in-law.

3. In the case of death of a grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, aunt or uncle, an employee shall be granted leave to a maximum of one (1) day for the specific purpose of permitting said employee to attend the funeral of the aforementioned relative.

4. Reasonable verification of the event may be required by City.

H. Post Retirement Trust

1. Effective January 1, 1983, City and Local shall contribute to a Trust matching funds at the rate of \$7.50 per employee per month which fund shall be utilized to purchase post-retirement health benefits or such other benefits as may be approved by City and Local for the benefit of retired City employees covered by this Agreement or any successor Agreement.

2. Said Trust fund shall be jointly administered by Local and City with all depositories therefore, however to be designated by and in the sole discretion of City.

3. All administrative and operational costs of said Trust shall be paid by Trust.

4. Employee contributions to Trust fund shall be subject to the right of check-off if requested in writing by Local.

5. At the sole and exclusive option and cost of Local, Local may commence said program effective January 1, 1982, provided however, that the sole cost therefore during 1982 shall be paid by Local or its members.

6. Trust agreement shall be prepared by Local at the sole cost thereof which agreement shall be subject however to the approval of City.

7. Effective with the approval of this Agreement, the City shall administer a post retirement fund benefit as a package, a benefit to eligible (as determined by the Association) retirees. The package shall be the provision of the existing Vision, Dental, and Prescription Insurance plans that are received by the working members of the unit. Should an eligible retiree not wish this benefit, the City shall pay said retiree, on a quarterly basis, a lump sum equal to the average cost of the benefit to the City. Questions regarding the administration of this benefit shall be mutually agreed upon the parties. The fund shall be charged quarterly (as practicable) a lump sum equal to the average cost of the benefit to the City.

ARTICLE X

SALARIES AND COMPENSATION

A. Effective January 1, 1985, a wage plan as set forth in Appendix A., shall be implemented.

ARTICLE XI

LONGEVITY

A. The following longevity plan shall be instituted based upon the employee's length of continuous and uninterrupted service with 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 (16) years of service - 8%.
5. Nineteen (19) years of service - 10%.
6. Effective January 1, 1983, twenty-two (22) years of service - 12%.
7. Effective January 1, 1984, twenty-five (25) years of service - 14%.

B. Commencing January 1, 1983, each employee covered by the provisions hereof may move to the next year of service for the purpose of calculating longevity. Employees hired on or before June 30th of the year of hire shall receive a year's credit for longevity on January 1, 1983. Employees hired on July 1st or thereafter shall receive a year's credit for longevity on July 1, 1984.

C. Hereafter annually, each employee hired on or before June 30th shall receive one year's credit therefore for the purpose of calculating longevity. An employee hired after said date shall receive no credit on account of longevity for the balance of the initial year of hire.

ARTICLE XII

SAFETY AND EDUCATIONAL TRAINING

A. When the Department Head receives notice of availability of job related schools, said Department Head shall post on the Department Bulletin Board a notice advising all employees of the availability for said schools or seminars.

B. Employees shall be paid at their regular rate of pay for attendance at schools when attendance at said schools is required by City for the employee to maintain his present employment position.

C. City shall reimburse all employees for gasoline and tolls while attending a school required by City for the employee to maintain his present position.

D. There is herewith established a Safety Committee to serve as a forum for representatives of the City and the Association to meet and discuss items such as training, equipment, uniforms, turn-out gear and other subjects relevant to the administration of fire protection and rescue services to the City of Wildwood. Its composition shall include three (3) representatives of the Association, the Fire Chief (Director), head of the Division of Municipal Fire Fighting (Captain), 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 XIII

CLOTHING ALLOWANCE

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

B. Thereafter, annually on or before April 1st of each year City shall issue three (3) sets of uniforms for each employee.

C. Uniforms damaged in the line of duty shall be replaced by City.

D. Eyeglasses and shoes destroyed or damaged in the line of duty shall be replaced by City provided reasonable cost therefore are mutually agreed to a maximum of \$50.00.

ARTICLE XIV

PERMISSION TO LEAVE THE CITY

A. The employees may leave the City during time off without receiving permission unless otherwise instructed.

ARTICLE XV

UNSAFE VECHICLES

A. An apparatus which is declared unsafe by the Head of the Municipal Fire Division, or his designee, shall be repaired immediately or removed from service.

ARTICLE XVI

SAVINGS BONDS

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

ARTICLE XVII

BULLETIN BOARD

A. One bulletin board shall be made available by City in the Fire Department. This bulletin board may be utilized by Local for the purpose of posting announcements and other information of a non-controversial nature. The department head or his representative may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

ARTICLE XVIII

WORK RULES

A. Work Schedule

1. The City shall have the absolute, unqualified right to change the present work schedule as the needs of the City demand. The City shall provide the Local 30 days notice of any such changes in order for the City and Association to negotiate the impact or such changes, if any.

2. The present work week shall be the "10-14 system". This system involves 42 hours of work per week over an 8 week cycle.

3. A working day is an assigned shift of either 10 hours or 14 hours.

B. City may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that Local shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or copy sent to Local.

C. The Local acknowledges that one of the basic missions of the Fire Department and the Division of Municipal Firefighting is to provide Ambulance/Rescue Service to the City of Wildwood, and that all employees of the Department must comply with State regulations regarding the provisions of such service, with Section D below to serve as a minimum, if the State mandates a lesser standard.

D. All employees covered by this Agreement shall be required to maintain State certification as an Emergency Medical Technician-Ambulance (EMT-A) or the American Red Cross "5-Points" program as and if allowed by law. The cost to provide recertification of Local members to meet State standards (or the standards of this Agreement) shall be borne by the City and shall take place during on duty time insofar as permitted and possible, that no time and one half overtime payments shall be paid for such training, and that the City shall not subsidize additional off duty training if a member fails such a program. In such a case, the member must obtain the certification at his own cost. New employees must possess EMT-A certification prior to their appointment as a condition of employment.

E. As an incident of his employment, and at no compensation, in addition to that provided to employees in Appendix A of this Agreement, each employee shall be required to report for duty and shall be marked "on duty" by his immediate supervisor, in the event that there is a "call-back" or a "request for assistance" by the highest ranking firefighter who is on duty at any such incident. During the course of such occurrences, each employee shall be considered to be acting in the discharge of his duties as an employee and shall be entitled to all of the benefits to which he would be entitled during his normal hours of duty. It is noted that this paragraph is to be deleted in the event the Agreement is to be re-negotiated as a result of the Fair Labor Standards Act clause herein.

ARTICLE XIX

MISCELLANEOUS .

A. Whenever a member of the Association is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary or criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary action or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally be determined in favor of the member or officer, he shall be reimbursed for the expense of the defense.

B. A member of the Association who is subpoenaed and called to testify in a legal action as a direct result of a work incident shall receive an equal amount of compensatory time off for the time he is required to spend in court, after prior approval by the Captain for both the time spent in Court and as taken.

ARTICLE XX

NO-STRIKE PLEDGE

A. Local covenants and agrees that during the term of this Agreement neither Local 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 City. Local 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 an Local member shall entitle City to invoke any of the following alternatives:

1. Withdrawal of dues deduction privileges.

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

C. Local 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 City.

D. Nothing contained in this Agreement shall be construed to limit or restrict 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 Local or its members.

ARTICLE XXI

NON-DISCRIMINATION

A. There shall be no discrimination by City or Local against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in Local or because of any lawful activities by such employee on behalf of Local. Local, its members and agents, shall not discriminate against, interfere with, restrain, or coerce any employees covered under this

Agreement who are not members of Local and shall not solicit membership in Local or the payment of dues during working time.

ARTICLE XII

SEPARABILITY AND SAVINGS

A. All salary or wage increases or other economic changes will be put into effect only to the extent same may legally be put into effect. In the event any or all of the salary increases for the term of this Agreement or beyond cannot legally be made effective, such increases shall be omitted or proportionately adjusted according to law.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be effected thereby and shall continue in full force and effect.

ARTICLE XXIII

FULLY BARGAINED PROVISIONS

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

ARTICLE XXIV

TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 1985, and shall remain in effect to and including December 31, 1986, without any reopening date except as noted herein. 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 twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify, or terminate this Agreement.

B. All parts of this contract shall be opened for re-negotiation if by November 15, 1985, federal legislation has not taken effect to exempt firefighters from the provisions of the Fair Labor Standards Act as applied by the Garcia v. San Antonio Metropolitan Transit District decision.

C. In the event Section B above is not implemented (legislation is enacted to exempt Firefighters), this Agreement shall be in full force and effect as of January 1, 1985, and shall remain in effect to and including 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 twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify, or terminate this Agreement.

APPENDIX A

A. Salary Schedule

1. Salaries for members shall be as follows for the term of the contract:

| | EFFECTIVE DATE: | |
|--|-----------------|--------|
| RANK | 1/1/85 | 1/1/86 |
| Captain | 32,157 | 34,086 |
| Lieutenant | 28,636 | 30,354 |
| <u>Firefighter</u> | | |
| 4th year (pre 8/2/82) | 26,670 | 28,270 |
| 4th year (post 8/2/82) | 24,500 | 25,970 |
| 3rd year | 22,000 | 23,320 |
| 2nd year | 19,760 | 20,946 |
| 1st year | 16,640 | 17,638 |
| Emergency Medical Technician - Ambulance (non-firefighter) | | |
| 4th year | 22,000 | 23,320 |
| 3rd year | 19,760 | 20,946 |
| 2nd year | 16,640 | 17,638 |
| 1st year | 14,800 | 15,688 |

2. Upon attainment of EMT-A status, a member in the position of Firefighter, Lieutenant, and Captain shall receive a \$1,000 stipend, to be paid in a lump sum in December of each year. Said stipend shall be prorated for the amount of time the member has certification during the year. A member shall receive the stipend as long as his certification remains in place, and it shall not be paid for any time a member's certification expires and has not been renewed.

B. At the beginning of the calendar quarter following the anniversary date of an employee's permanent date of appointment, he shall move to the next step in his salary range.

C. For the purpose of longevity and vacation calculations, the years of service shall be calculated based on the total number of continuous years of service as of January 1st of the new year.

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

WILDWOOD LOCAL NO. 50
FIREMAN'S BENEVOLENT
ASSOCIATION OF NEW JERSEY

CITY OF WILDWOOD
CAPE MAY COUNTY, NEW JERSEY

BY

Fay B. Lillo

ATTEST

Conrad J. Johnson

BY

[Signature]

ATTEST

Peter S. Yocco
City Clerk