

AGREEMENT

BETWEEN

CITY OF NORTH WILDWOOD, *City of*
CAPE MAY COUNTY
NEW JERSEY

and

WILDWOOD LOCAL #59

POLICEMEN'S BENEVOLENT ASSOCIATION

of

NEW JERSEY

LIBRARY
Institute of Management and
Labor Relations

JUL 11 1985

RUTGERS UNIVERSITY

THIS DOES NOT
CIRCULATE

X January 1, 1985 - December 31, 1985

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PREAMBLE

This Agreement entered into this 7th day of June, 1985, 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, hereinafter 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.

ARTICLE II

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and 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.

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 and to resolve grievances as soon as possible so as to assure efficiency and promote employees' 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 the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the P.B.A.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the P.B.A. or the 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, in writing, under the provisions hereof when employee is aware of said grievances and an earnest effort shall be made to settle the differences between

the aggrieved employee and the Chief of the Department or his designee, for the purpose of resolving the matter informally. Failure to act within ten (10) scheduled working days shall be deemed to constitute an abandonment of the grievance.

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

Step Two

a. In the event the grievance is not settled through Step One, the same shall be reduced to writing by the P.B.A. and signed by the aggrieved and filed with the Director of Public Safety (or his representative) within five (5) days from the determination by the Chief of the Department.

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

Step Three

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

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

Step Four

a. If the grievance is not settled through Step One, Two and Three, either party may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination by the Mayor

and Council. An arbitrator shall be selected pursuant to the Rules of P.E.R.C.

b. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Mayor and Council. In the event that 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.

ARTICLE IV

P.B.A. REPRESENTATIVES

A. The City agrees to grant time off, not to exceed one (1) week to any employee designated by the P.B.A. to attend P.B.A. Local #59 State and International meetings or conventions provided seventy-two (72) hours written notice is given to the Chief of the Department by the P.B.A. No more than three (3) employees shall be granted time off at any one time. Exceptions may be made to this notice requirement in case of emergency.

The intention of this Section is not to deprive the P.B.A. delegate of any excused time covered under Civil Service Rule or N.J.R.S. (N.J.R.S. is meant to mean "New Jersey Revised Statutes".) *(Proof of attendance shall be submitted to the Chief of Police upon return to duty.)

B. Accredited representatives of the P.B.A. may enter the City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the P.B.A. decides to have its representatives enter the City facilities or premises, it will request such permission from the appropriate City representative 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 employer.

C. One (1) P.B.A. representative and one (1) assistant P.B.A. representative may be appointed to represent the P.B.A. in grievances with the City.

D. During collective negotiations, authorized P.B.A. representatives not to exceed four (4), shall be excused from their normal work duties to participate in collective negotiations sessions that are reasonable and necessary and shall suffer no loss of regular pay.

ARTICLE V

DEDUCTIONS FROM SALARY

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.

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.

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.

ARTICLE VI

NO STRIKE PLEDGE

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.

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 (5) 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.

ARTICLE VIII

WORK WEEK OVERTIME

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 (90) minutes. Any time 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.

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.

ARTICLE IX

EXCHANGE OF DAYS OFF

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.

ARTICLE X

VACATIONS

A. Annual vacations shall be granted as follows:

Up to the end of the 1st year	-	One working day for each month worked		
2nd	-	4th year	-	15 working days
5th	-	9th year	-	20 working days
10th	-	14th year	-	25 working days
15th	-	19th year	-	30 working days
20th	-	year to time of retirement	-	35 working days

B. Vacations shall be chosen by seniority and shall be taken from the Monday after Labor Day to June 15, with the exception of Memorial Day weekend, Friday, Saturday and Sunday. Vacations which encompass the Christmas Holiday shall be rotated according to seniority. An employee shall not be recalled on his vacation days except in cases of dire emergency.

C. Vacation time shall be computed from the original date of continuous employment.

ARTICLE XI

HOLIDAYS

A. Employees shall be entitled to fifteen (15) holidays. The holidays shall be compensated by granting equal time off. In addition to the above mentioned holidays, whenever the other City employees are granted time off in the observance of a Federal, State or Local holiday, or due to a local closing, employees herein shall be entitled to receive additional compensatory time off equal to the time off enjoyed by the other City employees.

B. In addition to the above holidays, the employees shall receive three (3) personal days off each calendar year, not accumulative. Employees shall be entitled to receive money at their regular rate of pay in lieu of taking compensatory day off at their option.

C. Compensatory day off may be taken with the permission of the Chief or his designee after Labor Day and until June 15th, with the exception of the Memorial Day weekend.

ARTICLE XII

INSURANCE, HEALTH AND WELFARE

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

1. Blue Cross and Blue Shield of N.J. URC (356 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 performance 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 unreasonably withheld.

D. Upon an employee's retirement (after he has had 25 years of service in the Police Department of North Wildwood) he shall be entitled to receive all of the then health care benefits provided by the City 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 (age 62).

E. Effective January 1, 1984, the two-year period set forth in paragraph D.1 shall be removed.

F. The City shall have the right to change insurance carriers as long as the new policies result in equal to or better benefits. The City shall notify the P.B.A. at least thirty (30) days prior to the change in the insurance carrier to review whether or not the change will result in equal to or better benefits.

ARTICLE XIII

CLOTHING ALLOWANCE

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

B. Effective January 1, 1985, the City shall provide an annual allowance of Four Hundred Seventy-Five (\$475.00) Dollars for maintenance and replacement of uniforms and equipment 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.

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.

ARTICLE XV

MILITARY LEAVE

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.

ARTICLE XVI
COURT TIME

A. Should it become necessary for an employee to appear in any Municipal, County, 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 of the officer's employment.

C. An employee shall be guaranteed a minimum of one hour pay at one and one-half times the employee's regular rate of pay.

ARTICLE XVII

QUALIFICATIONS OF EMPLOYMENT

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

ARTICLE XVIII

PERMISSION TO LEAVE THE CITY

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

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.

ARTICLE XX

UNSAFE VEHICLES

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

ARTICLE XXI

WAGES

The salaries for the members of the bargaining unit shall be modified as follows during the term of this Agreement:

	<u>1985 (5.7%)</u>	<u>1986 (5.0%)</u>
Captain	\$31,908.00	\$33,503.00
Lieutenant	29,971.00 29,971.00	31,469.00
Sergeant	28,040.00	29,442.00
5th year	-----	27,409.00
4th year	26,104.00	24,570.00
3rd year	23,400.00	20,710.00
2nd year	20,710.00	18,570.00
1st year	15,746.00	16,500.00

Any employee on the First Step in 1984 shall move to the Second Step in 1985 and shall move to the Fourth Step in 1986.

ARTICLE XXII

NORTH WILDWOOD POLICE

OVERTIME FORMULA 1985-1986

<u>ACTUAL TIME WORKED</u>	<u>STRAIGHT TIME</u>	<u>TIME AND ONE HALF</u>
0-----15 minutes	0	0
15-----30 minutes	1/4 hour	3/4 hour
1/4 hour-1 hr. 15 minutes	1 hour	1 1/4 hours
1 1/4 hours-1 hr. 45 minutes	1 1/4 hour	2 1/4 hours
1 3/4 hours-2 hrs. 15 minutes	2 hours	3 hours
2 1/4 hours-2 hrs. 45 minutes	2 1/4 hours	3 3/4 hours
2 3/4 hours-3 hrs. 15 minutes	3 hours	4 1/4 hours
3 1/4 hours-3 hrs. 45 minutes	3 1/4 hours	5 1/4 hours
3 3/4 hours-4 hrs. 15 minutes	4 hours	6 hours
4 1/4 hours-4 hrs. 45 minutes	4 1/4 hours	6 3/4 hours
4 3/4 hours-5 hrs. 15 minutes	5 hours	7 1/4 hours
5 1/4 hours-5 hrs. 45 minutes	5 1/4 hours	8 1/4 hours
5 3/4 hours-6 hrs. 15 minutes	6 hours	9 hours
6 1/4 hours-6 hrs. 45 minutes	6 1/4 hours	9 3/4 hours
6 3/4 hours-7 hrs. 15 minutes	7 hours	10 1/4 hours
7 1/4 hours-7 hrs. 45 minutes	7 1/4 hours	11 1/4 hours
7 3/4 hours-8 hrs. 15 minutes	8 hours	12 hours

ARTICLE XXIII

LONGEVITY

A. In addition to salary, employees shall receive longevity pay to be computed at two (2%) percent of employee's base pay for every four (4) years of service to a maximum of ten (10%) percent 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 XXIV

PROBATIONARY PERIOD

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.

ARTICLE XXV

SAVINGS BOND

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

ARTICLE XXVI

MANPOWER

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 XXVII

MISCELLANEOUS PROVISIONS

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 twenty-two (22¢) 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 department 48 hours prior to such meeting time.

G. Anyone acting in a supervisor's capacity (i.e., Patrolman for Sergeant; Sergeant for Lieutenant, etc.) will receive the pay scale equal to that rank commencing after having served in the higher rank for more than thirty (30) non-consecutive days in any one year.

G. Continued:

This provision shall only apply for such following days and not for any prior days.

In the Detective Bureau, this temporary assignment paid provision shall only apply after having served in the higher rank for more than thirty (30) consecutive days.

ARTICLE XXVIII

SEPARABILITY AND SAVINGS

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.

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.

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 paycheck.

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.

ARTICLE XXX

LEAVE OF ABSENCE

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.

ARTICLE XXXI

OUTSIDE EMPLOYMENT

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

ARTICLE XXXII

FULLY BARGAINED PROVISIONS

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 contract agreement.

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

ARTICLE XXXIII

REFERENCE TO ADDENDUM

The parties agree that a certain Addendum to Agreement, dated January 4, 1982, a copy of which is attached to this Agreement as Exhibit "A", is and shall remain in full force and effect.

All other Addendums are canceled.

ARTICLE XXXIV

TERMS AND RENEWAL

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, and shall remain in effect until such time as a new contract can be agreed upon. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing no sooner than one hundred 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 Wildwood, New Jersey on this 7th day of June, 1985.

WILDWOOD LOCAL #59
POLICEMEN'S BENEVOLENT
ASSOCIATION

BY: George R. Greenleaf
Chairman, Negotiating
Committee

CITY OF NORTH WILDWOOD
CAPE MAY COUNTY, NEW JERSEY

BY: J. A. Di...
Mayor, City of No. Wildwood
and Director of Public
Safety

ATTEST:

Edw. Amutterer
M. J. ...

ATTEST:

Thomas W. Illud
Joseph J. ...

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.

2) The fact that the language contained in the contract is that which the City claims to be correct shall not be interpreted by any party, arbitrator or judge to be an indication that the parties agree that the City's position is correct.

3) Neither the City nor the P.B.A. in any way waive their rights to assert at any time their contention as to the proper wording to be contained in Article VIII, Paragraph H.

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

IN WITNESS WHEREOF, the parties hereto, have hereunto set their hands and seals this 4TH day of JANUARY, 1982

ATTEST:

Joseph J. Slack

ATTEST:

Paul E. Kinney

Steven J. Mattaro

CITY OF NORTH WILDWOOD

By *Anthony Catano*

WILDWOOD LOCAL 59
POLICEMEN'S BENEVOLENT ASSOCIATION
OF NEW JERSEY (NORTH WILDWOOD BRANCH)

By *Don Haerby*