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June 24, 1981

AGREEMENT

between:

Wildwood City
CITY OF WILDWOOD, CAPE MAY COUNTY,
NEW JERSEY

-and-

LOCAL NO. 1983

CIVIL AND PUBLIC EMPLOYEES OF WILDWOOD, NEW JERSEY

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES

AFL-CIO

X January 1, 1981 through December 31, 1984

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Labor Relations

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RUTGERS UNIVERSITY

PREAMBLE

This Agreement entered into this _____ day of _____, 1981, 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 called 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

RECOGNITION

A. In accordance with the "Certificate of Representative" 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 Appendix A except for the job titles, lifeguards, medics and beach police which were Certified in accordance with the "Certification of Representative" of the Public Employment Relations Commission dated December 11, 1972 (Docket No. RO-511).

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;

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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.

C. Nothing contained herein shall be construed to deny or restrict the 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 an individual, the Union, 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.

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STEP ONE:

- (a) An aggrieved party 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 settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said two (2) working days shall be deemed to constitute an abandonment of the grievance.
- (b) The Supervisor shall render his decision within two complete working days after receipt of the grievance.
 - (1) At the request of the aggrieved employee, that employee's Shop Steward may participate in the Grievance Procedure at Step One.

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 his representative) within five (5) working days following the determination by the Supervisor.
- (b) The department head, or his representative, 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 Mayor and Commissioners.
- (b) The Mayor and Commissioners shall review the matter and make a determination within ten (10) working days from the receipt of the complaint.

STEP FOUR-CIVIL SERVICE:

Should the aggrieved person be dissatisfied with the decision of the Mayor and Commissioners, such person may, within ten (10) days of the receipt of said decision, file where appropriate for a Civil Service review in accordance with the Rules of the Department of Civil Service.

STEP FIVE: ALTERNATIVE GRIEVANCE PROCEDURE IN CERTAIN INSTANCES:

- (a) There shall be two types of grievances as follows:
 - (1) Type One - a grievance involving the meeting, application or interpretation of the terms of this Agreement.
 - (2) Type Two - a grievance involving the interpretation or application of rules and regulations, policies or administrative decisions which affect the terms and conditions of an individual's employment with City.
- (b) Type One grievances shall at the option of the aggrieved employee be the proper subject of binding arbitration.
- (c) Binding Arbitration Procedure:
 - (1) The aggrieved employee may elect the binding arbitration procedure in the event a grievance has not been resolved at STEP TWO, said election shall be made within the time permitted for submission of a grievance at the STEP THREE level.
 - (2) Binding Arbitration may only be elected by an employee when a sanction sought to be imposed is greater than the 5/15 day hearing rule as provided pursuant to N.J.A.C. 4:1-16.7, as amended.
 - (3) An arbitrator shall be selected pursuant to the rules of a Public Employment Relations Commission.
 - (4) The arbitrator shall be bound by the parameters of the grievance definition stated in this Article III of this Agreement.
 - (5) The decision of the arbitrator shall be final and binding upon the parties.

- (6) The costs of the services of the arbitrator shall be borne by the party against whom the arbitrators decision 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.
- (7) The election by an employee to proceed with binding arbitration shall be exclusive and by electing binding arbitration an employee shall be deemed to have irrevocably waived all rights to pursue any and all remedies pursuant to and before the Department Civil Service.
- (8) 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.

ARTICLE IV

SENIORITY

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

B. City shall provide to the Union Business Representative, at the office of the City Personnel Director or at an alternative facility to be provided by and in the sole and exclusive discretion of the City, copies of all job opportunity 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 within 72 hours of receipt or transmittal of same.

ARTICLE V

UNION REPRESENTATION

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 adjustments of grievances. When the Union decides to have its representative 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 shall be no interference with the normal operations of the business of City

Government nor meetings held on City time or property.

B. Eight Shop Stewards may be elected (public works department (4), water department (2), parks and beach (1) and clerical (1)), to represent Union in grievances arising in that Shop Steward's respective department. Each department shall select its Shop Steward and the Union shall furnish the City with a list thereof. There shall be one Chief Shop Steward who shall be elected by said eight Shop Stewards.

ARTICLE VI

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, that is seven hours per day for five days 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 32.5 hour week.

(2) Lifeguards, medical personnel, and beach police- forty eight (48) hours per week, that is eight (8.0) hours per day, six (6) days per week.

(3) All other employees- Thirty Five (35) hours per week, that is seven (7.0) hours per day, five (5) days per week.

B. All work performed in excess of the specified hours in any work day or work week shall be paid for at the rate of time and one-half. The work day and work week to be used for computing work performed in excess of the same shall be as specified herein in Paragraph A of this contract.

C. Employee shall have the right, subject to the final approval of the City to receive compensable time in lieu of overtime. Compensable time off shall be scheduled by the City so as not to interfere with the work load of the City Government, However, the desires of the employee shall be taken into consideration in such scheduling.

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 full-time (twelve month) full shift employees.

G. Each employee required to return to work (is called back to work) at the request of the City shall be paid a minimum of Three (3) hours pay at employees regular (straight time) rate. An employee shall not be required to remain at work for said three (3) hour period in the event that the work necessitating the call back has been completed.

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 City.

ARTICLE VII

HOLIDAYS

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

- | | |
|---------------------------|-----------------------------------|
| 1. New Years Day | 9. Labor Day |
| 2. Martin Luther King Day | 10. Columbus Day |
| 3. Lincoln's Birthday | 11. Veteran's Day |
| 4. Washington's Birthday | 12. General Election Day |
| 5. Good Friday | 13. Thanksgiving Day |
| 6. Memorial Day | 14. Day after Thanksgiving Day |
| 7. Primary Election Day | 15. Christmas |
| 8. Independence Day | 16. Easter Monday (commenci 1982) |

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 fall 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 to say, 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.

ARTICLE VIII

VACATIONS

A. Annual vacation leave with pay shall be earned at 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; twelve (12) working days vacation thereafter for every year and up to ten (10) years and fifteen (15) working days vacation after the completion of ten (10) years and up to twenty (20) years of service, and; 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 appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward 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.

ARTICLE IX

HOSPITALIZATION AND INSURANCE

A. The City at its sole cost, shall provide for all permanent 12 month employees who have been on the payroll for three (3) months, at the beginning of the 4th month of employment, benefits as follows:

1. Enrollment in the State Health Benefits Program, which program provides for Blue Cross and Blue Shield coverage with Rider J provisions, and a Prudential Insurance Company major medical policy up to \$15,000.00 with \$100.00 deductable and 80% payment of all charges not covered by the Blue Cross and Blue Shields plans.

2. Health Service, Incorporated (HSI-Blue Cross-Blue Shield) basic (UCR) dental prescription program herein. Commencing January 1, 1983 City shall provide the HSI, Plan B Program. The HSI Plan B Program shall be provided for employees only.

3. Blue Cross Prescription Drug Plan ONE (\$1.00) DOLLAR co-pay.

4. Health Service, Incorporated (HSI - Blue Cross-Blue Shield) Free Standing Vision Program.

B. Lifeguards, beach police and medics shall be covered by Workmen's Compensation, the cost of which shall be borne by the City, but shall not be covered under the provisions of the Article IX, paragraph A.

ARTICLE X

PERSONAL LEAVE

A. Sick Leave

1. Service Credit for Sick Leave.

(a) 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.

(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 the member of the 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 this period of illness.

2. Amount of Sick Leave

(a) 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 by regulation.

(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 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.

(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 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 City be required to submit acceptable medical evidence substantiating said illness.

1. 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.

2. 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.

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

(b) 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.

5. 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. 813 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 X, paragraph 5a, hereinabove.

B. Bereavement Leave. Each full time permanent employee shall be permitted a maximum of five consecutive leave days commencing on the day of or the day subsequent 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.

Each full time permanent 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 XI

SALARIES AND COMPENSATION

A. Commencing January 1, 1981, a wage plan shall go into effect as follows:

1. No employee shall move from the first through the fourth employment year salary level to the next higher level from January 1, 1981 through December 31, 1981.

2. Each employee shall receive as additional compensation for the calendar year 1981 \$800.00 which amount shall be paid in twenty-six (26) equal payments during said calendar year.

B. Commencing January 1, 1982 and each subsequent year of the term hereof each employee shall move from that employee's employment year's salary level to the next higher level as set forth on Exhibit B. An individual who becomes an employee of the City prior to July 1, in any calendar year shall be entitled to move to the next higher employment year's salary level on January 1st of the subsequent year. An individual employed on or subsequent to July 1st in any given year shall not be entitled to move to the next higher employment year's salary level on January 1st of the subsequent year and shall be so entitled only on the second January 1st subsequent to said employee's date of hire.

2. In 1982 City shall pay all employees subject to this Agreement that amount as set forth in Exhibit B for the respective range and step.

C. Commencing January 1, 1983 for the calendar year 1983 and 1984 the wage plan shall go into effect as follows:

1. The increase in the cost of living shall be determined as provided in paragraph C5 of this section hereinbelow.

2. The total base salary for all employees covered by this Agreement shall be determined for the prior year. Said total shall be increased by an amount equal to the increase in the cost of living index multiplied by the total base salary for the prior year. Said total dollar increase shall then be allocated among the employees subject to this Agreement as follows:

(a) From the dollar amount determined as provided in paragraph XC2 hereinabove shall be deducted an amount equal to the cost for all employees entitled to move from one employment year's salary level to the next higher employment year's salary level as set forth in Exhibit B.

(b) The remaining amount shall be divided by the total number of employees and each employee shall be paid that equal share of such amount in Twenty-Six (26) equal payments during the respective calendar year.

3. If the cost of living increases by an amount in excess of ten (10%) percent per year in either or both of said years, then and in that event, City at its sole and exclusive option shall have the right to determine Article XI, Paragraph C to be null and void and of no further force and effect. In such event all economic issues shall be the proper subject of negotiations in said year (s) as between the parties hereto.

4. If the increase in the cost of living is less than five (5%) percent as calculated for the years 1983 or 1984 then and in that event, all calculations as provided in Paragraph C2 hereinabove shall be computed as though the increase in the cost of living was, in fact, five (5%) percent for said year.

5. The cost of living increment for 1983 and 1984 shall be calculated for the purpose of this section as provided in this paragraph. The cost of living increment shall be determined for 1983 by subtracting the amount in the all items column of the Consumer Price Index for the month of December 1981 from the corresponding index number for December 1982. Said number shall then be converted to a percentage. Said procedure shall be followed for the calendar year 1984 by subtracting the amount in the all items column of the Consumer Price Index for the month of December 1982 from the corresponding index number for December 1983. The Consumer Price Index referred to herein is the revised Consumer Price Index, CPI-W, US 19/19=100 new series beginning January 19 Philadelphia-South Jersey Region reflecting the changes in prices of goods and services purchased by wage earners and clerical workers in the Philadelphia-South Jersey region as published by the Bureau of Labor Statistics, US Department of Labor.

If the Bureau of Labor Statistics changes the form or the basis of calculating the referenced consumer price index the parties agree to request the Bureau to make available for the life of this agreement a monthly consumer index in its present form calculated on the same basis as the index for December of 1980.

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

E. During the term hereof shift differential shall be paid as follows:

1. Second shift - \$.18 per hour over the first 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 posses a license as follows:

A. Stationery Engineer Holding licenses as follows:

1. First class, gold seal
2. Second class, red seal
3. Third class, blue seal

4. Number four (4), black seal

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

ARTICLE XII

LONGEVITY

A. The following longevity plan shall be instituted upon the employee's length of continuous and uninterrupted 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 (16) years of service - 8%
5. Nineteen (19) years of service or more - 10%

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

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

ARTICLE XIII

TEMPORARY OR SEASONAL EMPLOYMENT

A. Temporary or seasonal employees compensated at an hourly wage rate shall be paid at the discretion of the Commissioners not more than the rates as follows:

Comfort Station Attendants.

Paper Pickers (designated as Laborers)

Clerical Employees

Laborers (other than Paper pickers

A rate not to exceed that provided for said skill pursuant to this contract.

B. Lifeguards shall be compensated in accordance with the provisions and schedules as set forth in Appendix C.

ARTICLE XIV
BULLETIN BOARD

One bulletin board shall be made available by the City at each of the following locations: Water Department, Maintenance, Sewerage Disposal, Off-Shore Water, Lincoln Avenue Lifeguard Station, and City Hall. 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 or his representative may have removed from the bulletin any material which does not conform with the intent and provisions of this Article.

ARTICLE XV
WORK RULES

The 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 the Union shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or a copy sent to the Union.

ARTICLE XVI
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 employees, 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 XVII

NON-DISCRIMINATION

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

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 employees on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain, or coerce any employees covered under this Agreement who are not members of the Union and shall not solicit membership in the Union or the payment of dues during working time.

ARTICLE XVIII

DEDUCTIONS FROM SALARY

A. The City shall deduct from the salaries of its employees who are members of Union subject to this agreement, union dues. Such deductions shall be made in compliance with Chapter 310 of Public Laws of 1967 N.J.S.A. (R.S. 52:14-15.9 (e)).

B. City shall deduct from the salaries of all permanent full-time employees subject to this agreement, who are not union members, a representation fee in lieu of dues for services rendered by Union in an amount equal to 50% of Union's regular membership dues until December 31, 1982 . Thereafter, City shall deduct from the salaries of all permanent full time employees subject to this agreement, who are not union members, a representation fee in lieu of dues for services rendered by Union in an amount equal to 85% of Union's regular membership dues to the extent permitted at law, to the extent provided and limited pursuant to Chapter 310 of the Public Laws of 1967 (N.J.S.A. 52:14-15.9) (e), 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 cost and fees

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 the 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 "checkoff authorization" form and deliver 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 XIX

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 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 decision rendered. City shall have no responsibility to transcribe said tape.

D. City shall forthwith repeal Ordinance Number 835 and any and all amendments relating thereto.

ARTICLE XX

SEPARABILITY AND SAVINGS

A. All salary or wage increases or other economic changes will be put into effect only to the extent that 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 the 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 XXI

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 XXII

TERM AND RENEWAL

This agreement shall be effective as of January 1, 1981 and shall remain in effect to and including December 31, 1984 without any reopening date except as specifically provided unto City 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 120 days prior to the expiration date of this Agreement of a desire to change, modify or terminate the Agreement.

PAGE NINETEEN

IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands and seals at Wildwood, New Jersey on this
_____ day of _____, 1981.

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

CITY OF WILDWOOD
CAPE MAY COUNTY, NEW JERSEY

BY: _____

BY: _____

ATTEST: _____

ATTEST: _____

CITY OF WILDWOOD - LOCAL 1983 CONTRACT FOR THE PERIOD
JANUARY 1, 1981 THROUGH DECEMBER 31, 1984

EXHIBIT A

CITY OF WILDWOOD - JOB TITLES - RANGES

<u>TITLE</u>	<u>RANGE</u>
Senior Mechanic	7
Laborer	4
Park Foreman M/W	9
Pumping Station Foreman M/W	9
Pumping Station Operator	5
General Water Foreman	9
Asst. Water Foreman M/W	7
Clerk - Typist	3
Carpenter - Foreman	9
Water Service Inspector	5
Traffic Maintenance Foreman M/W	9
Confort Station Attendant	1
Cashier	3
Special Activities Supervisor	5
Bldg. Service Worker	2
Sewer Equipment Operator	7
Asst. Water Repair Foreman M/W	7
Administrative Clerk - Mayors Office	3
Senior Water Repairer	5
Building Maintenance Worker	4
Water Repairer	5
Bldg. Maintenance Worker - Foreman M/W	9
Bookkeeping Machine Operator	3
Maintenance Repair Mason	5
Senior Groundskeeper	5
Traffice Maintenance Worker	4
Goundskeeper	4
Violations Clerk	3
Electrical Maintenance Repair Foreman M/W	9
Water Meter Reader	5
Asst. Chief Pumping Station Operator	9
Maintenance Repair - Electrician	7
Consumer Protection Aide - Typing	3
Sewage Plant Operator	5
Senior Clerk Typist	4
Mechanic	6
Senior Pumping Station Operator	7
Storekeeper - Water Dept.	4
Sewage Plant Foreman M/W	9
Park Foreman M/W	9
Streets and Sewer Foreman M/W	9
Administrative Secretary	3
Clerk	3
Public Works Foreman M/W	9
Maintenance Repairer	5
Loan Advisor - Property Improvements	8
Water Repairer Foreman	9
Lifeguards	

CITY OF WILDWOOD - LOCAL 1983 CONTRACT FOR THE PERIOD
JANUARY 1, 1981 THROUGH DECEMBER 31, 1984

EXHIBIT B

SALARY GUIDE

<u>EMPLOYMENT YEAR</u>	1	2	3	4	5
<u>RANGE</u>					
1	7900	8525	9150	9775	10700
2	8300	8996	9692	10388	11475
3	8700	9468	10350	11100	12525
4	9100	9940	10780	11620	13000
5	9500	10412	11324	12236	13550
6	9900	10883	11866	12849	13835
7	10300	11356	12412	13468	14715
8	10700	11827	12954	14081	15350
9	11100	12300	13500	14700	15900

CITY OF WILDWOOD - LOCAL 1983 CONTRACT FOR THE PERIOD
JANUARY 1, 1981 THROUGH December 31, 1984

EXHIBIT C

SALARIES

<u>CLASSIFICATION</u>	<u>YEARS OF SERVICE</u>	<u>SALARY PER DIEM</u>			
		1981	1982	1983	1984
Lifeguards, Medics and Beach Police	5	30.00	31.00	31.00	32.00
	4	28.00	29.00	29.00	30.00
	3	26.00	27.00	27.00	28.00
	2	24.00	25.00	25.00	26.00
	1	22.00	23.00	23.00	24.00
STARTING SALARY NOT TO EXCEED					
Senior Guard - individual so designated by the Department Head who has more than (5) five years experience - maximum of ten (10)		34.00	37.00	38.00	40.00
Lieutenants - with more than five (5) years experience		37.00	40.00	41.00	43.00

PERSONNEL EQUIPMENT

A. Each lifeguard shall be issued various articles of regulation clothing, the cost of which shall be deducted in equal installments from the employee's first two paychecks. Said deductions shall be reimbursed to each lifeguard at the satisfactory conclusion of the employment term and the return of said equipment in good condition, normal wear and tear expected.

B. The Shop Steward or his designee, and the Captain or his designee, shall make the determination at the time said equipment is returned, if an assessment, if any is to be levied on account of the unusual depreciation of said equipment.