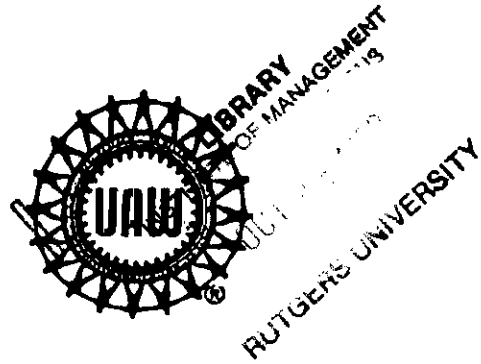


Contract no. ~~1181~~ 1710



**Agreement**  
**Between**  
**DISTRICT 65**  
**PUBLIC WORKS EMPLOYEES**  
**Represented by**  
**DISTRICT 65**  
**UNITED AUTO WORKERS**  
**AFL-CIO**  
**and**  
**CITY OF CAPE MAY, NEW JERSEY**

**January 1, 1992 through December 31, 1994**

**PREAMBLE**

This AGREEMENT, entered this 15th day of September 1992, by and between the City of Cape May, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "CITY", and District 65, United Auto Workers, AFL-CIO, hereinafter called "UNION" represents the complete and final understanding on all of the bargainable issues between the CITY and the UNION.

**ARTICLE 1 - RECOGNITION**

A. In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated October 21, 1991, (Docket No. RO-92-19) the CITY recognizes the UNION as the exclusive collective negotiating agent for all employees covered in the aforementioned certification and more specifically all blue-collar employees including laborers-drivers, building maintenance, janitors, public works repairman, painters, street maintenance trashmen, heavy equipment operators, equipment operators, street sweepers, operators-mechanics, plumbers, plant operators, carpenters, electricians, water meter repairer, meter readers, employed by the CITY and excluding all office clerical, professional and craft employees, police, seasonal employees, and supervisors within the meaning of the Act.

**ARTICLE 2 - 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 use of judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof and by conformance with the Constitution and laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the CITY of its powers, rights, authority, duties and responsibilities under R.S.40A: 1-1 et seq. and R.S.11 or any other national, state, county or local laws or ordinances.

### **ARTICLE 3 - GRIEVANCE PROCEDURE**

A. Purpose and Definition. - The purpose of the grievance procedure shall be to settle all grievances between the CITY and the UNION and employees, as quickly as possible, so as to assure efficiency and promote employee morale.

1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee, group of employees, or shop steward who shall also be an employee, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the CITY, the term "grievance" as used herein means complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this AGREEMENT.
2. With respect to employee grievances, no grievance may proceed beyond step 1 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this AGREEMENT. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this AGREEMENT either expressly or by operation of law, shall not be processed beyond step 1 herein.

#### **B. Steps of the Grievance Procedure.**

##### **1. Step One:**

- (a) An aggrieved employee shall institute action under the provisions hereof within ten (10) 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 as soon as possible after the event or incident. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.
- (b) The supervisor will consult with the department head or other CITY representative appointed by the city manager and shall render a decision promptly within five (5) working days after receipt of the grievance.

##### **2. 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 City Manager's office. Such action must be taken within ten (10) working weekdays following the determination by the supervisor.
- (b) The City Manager or his representative shall render a decision in writing, within five (5) working days from the receipt of the complaint.

3. Step Three - Arbitration:

- (a) Either party may refer the matter to the Public Employment Relations Commission (PERC) within ten (10) working days after the determination of the City Manager or his representative. An arbitrator shall be selected under the rules of PERC.
- (b) The arbitrator shall be bound and governed 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 hereto.
- (c) The costs for the services of the arbitrator shall be borne equally by the CITY and the UNION. Any additional costs shall be paid by the party incurring same.
- (d) The decision of the arbitrator pertaining to, and limited to, the interpretation of this AGREEMENT shall be binding upon both parties.
- (e) The Arbitrator's award shall be in writing specifying reasons for such decision.

C. Union Representation In Grievance Procedure.

- 1. At the request of the aggrieved employee, the shop steward or local officer may participate in the grievance procedure at step one.
- 2. The business manager, the shop steward or local officer may participate in the grievance procedure at step two.
- 3. The business manager, shop steward, local officer, or international representative of the UNION may participate in the grievance procedure at step three.

## **ARTICLE 4 - SENIORITY**

A. The most senior employees shall be given preference in the selection of vacations provided there is no interference with the normal operations of the CITY.

B. For purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave, and longevity, seniority shall be defined as continuous employment with the CITY from date of hire.

C. For purpose of promotions or demotion, seniority shall be defined as length of service from the date of the employees certification by Civil Service as a CITY employee.

D. For purpose of layoff, seniority shall be defined as the employee's length of service from his date of initial certification by Civil Service as a CITY employee.

E. The CITY shall utilize experience, ability, aptitude, qualification, attendance, physical

condition, and the result of the Civil Service examination as the criteria for promotion of employees to job classifications having a higher rate of pay. When all of the aforementioned items are substantially equal, seniority shall have the deciding factor.

F. The CITY shall mail or hand deliver to the UNION business representatives at his office address to be supplied to the CITY by the UNION, copies of all job opportunity bulletins, Civil Service test notifications, and other correspondence, notices, or other materials forwarded to or received from Civil Service concerning job openings or opportunities within 72 hours of receipt of transmittal of same.

G. Seniority shall be considered along with ability, experience, skills, and past performance with respect to work assignments and job opportunities.

## **ARTICLE 5 - UNION REPRESENTATIVES**

A. Accredited representatives of the UNION may enter the CITY facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the UNION decides to have its representative enter the CITY facilities or premises, it will request such permission from the City Manager or his designated representative and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of the CITY government or normal duties of the employees. There shall be no UNION business transacted nor meetings held on CITY time or property.

B. Two (2) shop stewards, one of whom shall be a Public Works Department employee and the other of whom shall be a Water & Sewer Utility employee, may be appointed or elected by members of the UNION to represent the UNION in grievances and other business with the CITY. In addition, one local officer may be appointed or elected by the UNION to assist the shop stewards or represent any member of the UNION when their shop steward is unavailable.

C. Shop stewards and/or members of the negotiating committee shall suffer no loss of regular pay provided that the CITY schedules a meeting or conference during working hours. Shop stewards shall suffer no loss of regular pay when required to take time off to perform their duties as stewards. Each steward shall notify his supervisor prior to leaving the job.

D. On any occasion where a steward is required to take more than one hour off to perform said duties in any one day, he shall, within 72 hours thereafter, provide the City Manager's office a written statement of how much time was utilized for said duties.

E. The UNION shall advise the City Manager in writing of the names and titles of all UNION representatives each January and within 7 days following each change.

## **ARTICLE 6 - HOURS & OVERTIME**

A. The normal working week shall consist of forty (40) hours per week inclusive of lunch, eight (8) hours per day from 8:00 a.m. until 4:00 p.m., five days a week, Monday through Friday. However, the normal work week may be revised, with the agreement of the UNION and the employees involved on a volunteer basis. During the period of May 15th through October 1st, the weekday work schedule may, at the option of the City Manager or his designated representative, be revised to start at 7:00 a.m. and end at 3:00 p.m. with no afternoon 15 minute coffee break as set forth in section G below.

B. All work performed in excess of the hours specified in 6.A. above in work week shall be considered overtime and shall be paid at the rate of time and one-half (x1.5).

C. Overtime shall be distributed as equitably as possible and all employees shall be expected to work a reasonable amount of overtime when requested by the CITY. Individual employees shall have the option to decline overtime opportunities, except in emergencies.

D. Recall To Duty. Employees called into work on their off-days or recalled to duty shall receive a minimum guarantee of four (4) hours compensation in accordance with section B above for all work performed under such circumstances, provided said recall duty is not contiguous with the employee's normal shift; however, the CITY shall have the right to assign other work should the emergency or other reason for the call-in be less than the four (4) hour call in time.

E. The CITY shall provide, semi-annually, a written statement to the UNION listing for each employee the number of hours worked and the amount of overtime pay received during the period since the last statement.

F. No employee shall be required to work more than one double shift during any one forty-eight (48) hour period.

G. An employee shall be entitled to a 15 minute coffee break at a reasonable time in the morning hours and a 15 minute coffee break at a reasonable time in the afternoon, except that there shall be no afternoon break when the CITY exercises its seasonal option to establish 7:00 a.m. until 3:00 p.m. work days, during which the lunch break will be extended to forty-five (45) minutes.

H. An employee seniority list (made up of full time personnel) shall be used in the distribution of overtime and provided the employee asked to perform the work can perform the work. The supervisor shall start at the top of the list asking each employee if he desires to work the overtime until all available positions are filled. At that point, the next employee on the list will become the first employee asked when overtime is again available. When the entire list has been exhausted, the supervisor will again start at the top. A seniority list shall be updated every January and a copy thereof given to the UNION.

I. The overtime provisions of this clause shall apply only to full-time permanent employees.

J. The CITY agrees to use City equipment operators, when available, to run heavy equipment (backhoe, loader, beach tractor).

K. When CITY employees not covered by this AGREEMENT are relieved of their duties due to emergency circumstances (such as snow or other storms), all employees covered by this AGREEMENT who remain on duty shall be paid in accordance with Article 6.B. above.

L. When CITY employees covered by this AGREEMENT are assigned to work with construction firms under contract to CITY for major construction projects, participating employees shall be paid at the overtime rate of time and one-half.

M. By mutual agreement between any employee and department head, flexible hours of work may be permitted to accommodate occasional circumstances where it is to the benefit of the employee or CITY or both for work to be performed at times other than the regular schedule of work set forth in Article 6.A. above. Any such short term agreement for flexible hours that results in more or less work hours than those set forth in Article 6.A. above on any given day, work week, or pay period shall be made up during the same or next pay period so that the total number of hours worked shall be the same as set forth in Article 6.A. above. For example, the CITY may request an employee to work additional hours on one day, with the employee agreeing to take the exact number of hours in time off on another day in the same or next pay period. Similarly, an employee may request a department head to permit hours off on one day by agreeing to work the exact number of hours in addition to the regular work schedule on another day in the same or next pay period. Use of such flexible hours shall not result in additional pay or loss of pay to any employee, nor shall any leave balances be increased or reduced.

## **ARTICLE 7 - HOLIDAYS**

A. The following holidays shall be recognized:

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

B. All employees who are scheduled to work on the recognized holidays noted in this article shall be paid on the basis of time and one-half for actual hours worked on the holiday, plus straight time for the day.

C. A holiday shall be granted to all employees whenever the same is declared by proclamation of the President, the Governor, or the County Board of Chosen Freeholders, provided the City Council accepts the holiday by proper resolution.

D. For employees working a five (5) weekday week (Monday through Friday), holidays which fall on Saturday will be celebrated on the preceding Friday; Holidays which fall on Sunday will be celebrated on the following Monday. For employees working other than a five (5) weekday work week as described above, holidays will be celebrated on the day on which they actually fall.

E. All requests for additional leave, including personal leave and vacation leave, immediately prior to or immediately following any of the thirteen (13) holidays listed in Section A of this Article shall, except in cases of emergency, be made at least five (5) working days in advance.

F. All holidays start as of 12:01 a.m. on the designated day and compensation will be as set forth in 7.B. above. Employees shall be paid double time and one-half (x2.5) for all hours worked in excess of eight (8) hours on holidays recognized in 7.A. above.

## **ARTICLE 8 - VACATIONS**

A. Annual vacation leave with pay shall be earned at the rate of 8 hours (one working day) of vacation for each month of service during the remainder of the calendar year following the date of hire to a maximum of 96 hours (12 working days) of paid vacation during the first year of employment.

1. Only for those employees hired on a full time basis prior to January 1, 1985, vacations shall be earned as follows: after one year of service through five years of service, twelve (12) working days per year; six years of service through twelve years of service, fifteen (15) working days per year; thirteen years of service through nineteen years of service, twenty (20) working days per year. After twenty years of service, twenty-five (25) working days per year.
2. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.
3. For all employees hired after January 1, 1985, annual vacation leave with pay after one year of service shall be 96 hours (12 working days) plus 8 hours (one working day) for every two (2) years of service with a maximum of twenty-five (25) working days.

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

C. If a vacation request, submitted in writing by the employee on the form supplied by the CITY, is denied in writing by the City Manager or his designated representative because of the pressure of work, the employee shall not lose the vacation days denied and may request that the unused vacation time be carried forward into the next year succeeding year or that the unused vacation time so denied be converted into pay at the employee's prevailing rate.

D. Personal Days. All employees covered under this AGREEMENT shall be allowed three (3) days of personal leave with pay annually, not deducted from sick leave, subject to the following:

1. Temporary employees and part-time employees are not eligible for this benefit.
2. Such leave shall not accumulate from year to year.

## **ARTICLE 9 - HOSPITALIZATION & INSURANCE**

A. The CITY shall continue to provide and maintain group health insurance coverage and dependent coverage for all permanent full time employees beginning on the first of the month following sixty (60) days of employment.

B. The CITY shall have the right to change insurance carriers so long as the change in carriers has no appreciable effect on the level of benefits

C. The CITY shall provide disability insurance coverage after a fourteen (14) day waiting period (sickness and accident) after which the employee will receive up to 70% of lost earnings up to a three hundred dollar (\$300.00) weekly benefit for thirteen (13) weeks.

D. Upon retirement after 25 years of service to the City, the City will pay the entire cost of health insurance premiums for the coverages available for retirees from the City's health insurance group at the time of retirement to supplement Medicare or any other health insurance to which the retiring employee may be entitled for the lifetime of the retiring employee and his spouse at the time of retirement.

E. During the term of this agreement, the City may offer alternative health plans to the UNION other than those specified in Article 10.A.. The UNION must approve any alternative health plan in writing before it will be available to all UNION members on a uniform basis. Any agreement between the City and an employee regarding a UNION-approved alternative health plan will be authorized in writing. No employee shall be required to accept such alternative health plans.

## **ARTICLE 10 - SICK LEAVE, DISABILITY LEAVE & BEREAVEMENT 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. Sick leave may also be used for short periods because of death in the employee's immediate family as defined in 3 below.

3. In the event of a serious illness, including childbirth, in the immediate family as defined in this paragraph, employees shall be allowed to use accumulated sick time in order to attend to his responsibilities towards his family. Immediate family, for purpose of this article, shall be defined as husband, wife, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law and brother-in-law.
4. Sick leave shall not include any extended period of time where the employee serves as nurse or housekeeper during a period of illness.
5. Disability leave shall be provided in accordance with N.J.S.A. 11:24A-4.
6. Work related injuries. Employees shall receive full salary and benefits during time off from work to recover from on-the-job injuries that qualify for workers' compensation payments. No deduction shall be made from the employee's sick or other leave balances for such time off. To qualify for and partially compensate the CITY for extending this one hundred percent (100%) pay benefit, employees shall endorse all workers' compensation payments (approximately 70% of salary) over to the CITY. Time off taken in connection with injuries or sickness that do not qualify for workers' compensation payments shall be deducted from the employee's sick leave balance.

B. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) 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.
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. An employee shall not be reimbursed for accrued sick leave at the time of termination of employment.

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 notices must be made prior to the employee's starting time. In such event, the employee shall notify the Police Department at least one half (1/2) hour prior to the commencement of his usual starting time.

D. Verification of Sick Leave.

1. An employee absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness when, in the opinion of the city manager or his designated representative, the use of sick leave appears to be excessive or must be substantiated.
  - (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 absences of one (1) day or less in which cases only one (1) 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. In case 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 designated by the CITY. Such examination shall establish whether the employee is capable of performing his normal duties and his return will not jeopardize the health of other employees.

E. Bereavement Leave.

All employees covered by this AGREEMENT shall be allowed up to a maximum of three (3) days leave, without loss of pay, in the event of death of husband, wife, child, mother, father, brother, sister, step-mother, step-father, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, and shall be allowed one day to attend the funeral of brother-in-law, sister-in-law, aunt, uncle, niece, and nephew and without loss of pay. Any employee may request leave on the occasion of death of close personal friends not listed above for prior approval by the city manager or his designated representative, who shall not unreasonably deny appropriate leave.

F. Buy Back of Sick Leave Upon Retirement.

All employees covered by this AGREEMENT shall be eligible for the following upon retirement and verification of the personnel record at that time:

1. Twenty-five (25) or more years of service - 50%: (i.e. one (1) day for every two accumulated days.)
2. Under twenty-five (25) years of service -25%: (i.e. one (1) day for every four (4) accumulated days upon retirement.)
3. Under no circumstances shall the total exceed \$10,000.

G. Sick leave balances will be provided to employees regularly with their paychecks. It shall be each employee's responsibility to report any discrepancies in the number of hours shown.

H. The CITY may, by mutual consent with any employee covered by the terms of this AGREEMENT, pay the value of any sick, vacation, or personal day or days, which days shall be worked and deducted from the unused balance of said leave. Subject to annual budget appropriations, any such offer by the CITY to pay the value of any sick, vacation, or personal days shall be made equally to all employees.

I. Sick, vacation, and personal leave entitlements for the entire year shall be credited to each employee at the beginning of each calendar year. In the event an employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the CITY shall recover the pro-rated value of said leave and any employee who utilizes more leave than is earned shall be required to reimburse the CITY for the value of the used, but unearned, leave.

## **ARTICLE 11 - SALARIES & COMPENSATION**

A. Anniversary date for the purpose of salary shall be January 1st for hirees through July 1st and those hired after July 1st, anniversary date shall be of the following year.

B. Out-of-Title Pay. Any employee who works out-of-title in a higher paying title shall be compensated at the employee's step for such position on the 1991 Range and Step Guide, attached hereto as Schedule A, provided such assignment is for a continuous period of more than ten (10) working days. The pay at the higher range shall commence on the eleventh (11th) day. Any employee so assigned for ten (10) days shall thereafter not be removed from said higher paying position for the sole purpose of avoiding the extra compensation.

### **C. Contractual Raises:**

1. Effective retroactive to January 1, 1992, base salaries shall be increased by two and seven-tenths percent (2.7%) over each employee's 1991 base salary OR by the amount that results from advancing to the next step on the attached Range and Step Guide, whichever is greater.

2. Effective January 1, 1993, base salaries shall be increased by three percent (3%) over each employee's 1992 base salary OR by the amount that results from advancing to the next step on the attached Range and Step Guide due to the annual increase in each employee's actual years of service, whichever is greater.

3. Effective January 1, 1994, base salaries shall be increased by three and one-half percent (3.5%) over each employee's 1993 base salary OR by the amount that results from advancing to the next step on the attached Range and Step Guide due to the annual increase in each employee's actual years of service, whichever is greater.

D. Minimum starting (hiring) salaries shall be as determined by the Salary Ordinance of the City of Cape May, as revised annually by City Council.

E. Any promotion shall entitle the promoted employee to receive the base salary of the title to which the promotion is made at the employee's step. In no event will a promotion result in a decrease in pay or a lower step.

## **ARTICLE 12 - LONGEVITY**

In addition to salary, employees shall receive longevity pay to be computed at 2% of the employee's base salary for every five (5) years of completed service, to the maximum of 10%. Longevity pay shall be computed from the original date of employment. Anniversary date for this purpose shall be January 1st for hirees through July 1st and for those hired after July 1st, anniversary date shall be January 1st of the following year.

## **ARTICLE 13 - SHIFT DIFFERENTIAL**

When an employee is required to work a schedule or a special shift other than the normal working week as set forth in Article 6, a shift differential equal to five percent (5%) over the employee's base salary shall be paid by the CITY. This provision specifically does not apply to hours worked pursuant to a voluntary or seasonal schedule.

## **ARTICLE 14 - TEMPORARY OR SEASONAL EMPLOYEES**

Temporary or seasonal employees who are compensated at an hourly wage rate shall be paid no more than the pro-rated rate of permanent full-time employees in the same job title.

## **ARTICLE 15 - BULLETIN BOARD**

A. One bulletin board shall be made available by the CITY at each of the following locations: Water & Sewer Department and Public Works yard. 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 City Manager or his representative may have removed from the bulletin board any material which does not conform with the intent and provision of this article.

B. The CITY agrees to post notices of all job openings on officially designated bulletin boards at least ten (10) working days prior to the date for filing of said openings.

## **ARTICLE 16 - WORK RULES**

The CITY will adopt or 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 within ten days after the same are posted or disseminated and/or a copy sent to the UNION. Work rules are to be dated and signed by the issuing authority. The CITY agrees to supply a complete set of work rules to the UNION during 1993.

## **ARTICLE 17 - 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 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 employees 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 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 Section 3.

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 18 - NON - DISCRIMINATION**

A. There shall be no discrimination by the CITY or the UNION against an employee on account of race, color, creed, sex, national origin, or handicap.

B. There shall be no discrimination, interference, restraint, or coercion by the CITY or any of its representatives against any of the employees covered under this AGREEMENT because of their membership or non-membership in the UNION or because of any lawful activities by such employee on behalf of the UNION. The UNION, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees 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 19 - WORKING CONDITIONS**

A. CITY to provide lunch room facilities for employees.

B. CITY shall provide protective gloves for any work that may be damaging to an employee's hands. The CITY shall also provide any other protective equipment that may be needed along with wet weather gear. In addition to other benefits contained in this Article, each employee shall be paid five ~~three~~ hundred and fifty dollars (\$550) in 1992, and five hundred and seventy five dollars (\$575.00) each year, effective 1993, for the purchase and maintenance, including cleaning, of uniforms and protective work shoes or boots. The CITY will replace work clothes that have been damaged in the line of work. If at any time it is determined by the Department Head and/or City Manager that an employee is not maintaining his uniform in proper condition, then said employee shall be required to purchase the items of clothing and protective work shoes or boots at the employee's cost. Should there be loss or damage of or to uniforms through negligence of an employee, then the employee shall replace those items at the employee's cost. The entire annual clothing allowance will be paid within 30 days of the adoption of the annual CITY budget.

C. It shall be the responsibility of each employee to report any defective vehicles or equipment to the supervisor or of City Manager. If in the opinion of the supervisor and the City Manager, the vehicle or equipment is unsafe, it shall then be removed from service until repaired.

D. The CITY shall provide proper locker and toilet facilities at the public works garage situated on Canning House Lane.

E. The CITY agrees to meet at least quarterly with representatives of the UNION to discuss matters of mutual concern. Meetings will be scheduled by the City Manager.

F. In recognition of the additional responsibility and cost of qualifying for and maintaining the "Commercial Driver's License" (CDL) as required by the State of New Jersey, the CITY shall annually pay in the first pay period in December each employee who continuously maintained a CDL for the previous twelve (12) months the sum of two hundred and fifty dollars (\$250.00). This benefit shall not be pro-rated on any basis. For 1992, this benefit shall be paid to all employees who obtained the CDL by April 1, 1992.

## **ARTICLE 20 - DEDUCTIONS FROM SALARY**

A. The CITY agrees to deduct from the salaries of its employees subject to this AGREEMENT dues for the UNION. In addition, the CITY agrees to deduct from the salaries of its employees subject to this AGREEMENT but not members of the UNION a representation fee in lieu of dues for services rendered by the majority representative, in an amount equal to 85% of the regular membership dues, fees and assessments paid by members of the UNION, less the cost of benefits financed through the dues and assessments and available to an benefitting only members of the UNION. Such deductions shall be made in compliance with Chapter 310, Public Laws 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 UNION 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 UNION shall furnish to the CITY written notice prior to the effective date of such change and such notification shall be signed by the President and Secretary of the Local UNION.

C. The UNION shall indemnify, defend and save the CITY harmless against any and all claims, demands, suits or other forms of liability which may arise by reason of any deductions and remitting the same to the association pursuant to this article.

## **ARTICLE 21 - SEPARABILITY & SAVINGS**

If any provision of this AGREEMENT or any application of this AGREEMENT to any employee or group of employees is held invalid by operation of 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 22 - PROBATIONARY PERIOD**

Every person hired or appointed shall be deemed to be a temporary employee and on probation in the position to which he is hired or appointed for a period of three (3) months. Prior to his completion of the probationary period, the employee shall be evaluated by the City Manager and department supervisor to determine whether he shall be granted permanent status or dismissed.

**ARTICLE 23 - FULLY BARGAINED PROVISIONS**

A. 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 subject of negotiations.

B. While neither party shall be required to negotiate or reopen any matter that is or could have been included herein during the term of this AGREEMENT, the parties may, by mutual consent set forth in writing, discuss and revise the Range and Step Guide, attached hereto as Schedule A. Any such revision that may be proposed shall have no effect unless it is ratified by both parties in the same manner by which this AGREEMENT has been ratified. The intent and purpose of this paragraph is to give the parties opportunity to review and revise salary ranges and steps to keep them competitive and current.

**ARTICLE 24 - TERM & RENEWAL**

This AGREEMENT shall be in full force and effect as of January 1, 1992, and shall remain in effect to and including December 31, 1994, without any reopening date. This AGREEMENT shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing according to P.E.R.C. recommendations (Each party shall give to the other whatever notice may be required under N.J.A.C. 19:12-2.1 - 19:12-3.1 - 19:12-4.1).

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals at Cape May, New Jersey on this 15th day of September 1992.

**DISTRICT 65  
UNITED AUTO WORKERS  
AFL-CIO**

**CITY OF CAPE MAY  
Cape May County, N.J.**

By: *Andrew Sora*

By: *Robert W. Ewell, Sr.*

Attest: *Ben W. Mather*

Attest: *Patricia A. Sarco, Deputy City Clerk*

Date: *10-5-92*

Date: *9/15/92*

(FC- 9/15/92)

*J.R. Mendo*  
Joseph Mendo  
*Ben W. Mather*

**INDEX OF AGREEMENT**  
 Between  
**DISTRICT 65**  
**PUBLIC WORKS EMPLOYEES**  
 Represented by  
**DISTRICT 65**  
**UNITED AUTO WORKERS**  
**AFL-CIO**  
 and  
**CITY OF CAPE MAY, NEW JERSEY**  
**January 1, 1992 through December 31, 1994**

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| Appendix A | 1992-1994 RANGE AND STEP GUIDE                      |       |

**City of Cape May - UAW District 65  
1992-1994 Range and Step Guide - Schedule 'A'**

**Public Works & Water/Sewer Utility Employees:**

| Titles by Range:                  | <i>Step 1</i><br>Start & 2nd | <i>Step 2</i><br>3rd & 4th | <i>Step 3</i><br>5th & 6th | <i>Step 4</i><br>7th & Over |
|-----------------------------------|------------------------------|----------------------------|----------------------------|-----------------------------|
| <i>Range 1:</i>                   |                              |                            |                            |                             |
| Laborer                           | \$14,000                     | \$14,500                   | \$16,000                   | \$17,600                    |
| <i>Range 2:</i>                   |                              |                            |                            |                             |
| Public Works Repairer             | \$14,000                     | \$16,000                   | \$18,100                   | \$20,100                    |
| Traffic Maintenance Worker        | \$14,000                     | \$16,000                   | \$18,100                   | \$20,100                    |
| Water Meter Reader                | \$14,000                     | \$16,000                   | \$18,100                   | \$20,100                    |
| Water Meter Repairer              | \$14,000                     | \$16,000                   | \$18,100                   | \$20,100                    |
| <i>Range 3:</i>                   |                              |                            |                            |                             |
| Sr. Traffic Maintenance Worker    | \$14,500                     | \$16,500                   | \$18,600                   | \$20,600                    |
| Mechanic                          | \$14,500                     | \$16,500                   | \$18,600                   | \$20,600                    |
| Motor Broom Driver                | \$14,500                     | \$16,500                   | \$18,600                   | \$20,600                    |
| Painter                           | \$14,500                     | \$16,500                   | \$18,600                   | \$20,600                    |
| Plumber                           | \$14,500                     | \$16,500                   | \$18,600                   | \$20,600                    |
| Sr. Public Works Repairer         | \$14,500                     | \$16,500                   | \$18,600                   | \$20,600                    |
| Sr. Water Meter Reader            | \$14,500                     | \$16,500                   | \$18,600                   | \$20,600                    |
| <i>Range 4:</i>                   |                              |                            |                            |                             |
| Carpenter                         | \$15,500                     | \$17,600                   | \$19,600                   | \$21,700                    |
| Equipment Operator                | \$15,500                     | \$17,600                   | \$19,600                   | \$21,700                    |
| <i>Range 5:</i>                   |                              |                            |                            |                             |
| Sr. Carpenter                     | \$16,500                     | \$18,600                   | \$20,600                   | \$22,700                    |
| Sr. Mechanic                      | \$16,500                     | \$18,600                   | \$20,600                   | \$22,700                    |
| <i>Range 6:</i>                   |                              |                            |                            |                             |
| Asst. Supv. - Public Works        | \$18,600                     | \$20,600                   | \$22,700                   | \$25,000                    |
| Asst. Supv. - Water & Sewer       | \$18,600                     | \$20,600                   | \$22,700                   | \$25,000                    |
| Asst. Supv. - Carpenter           | \$18,600                     | \$20,600                   | \$22,700                   | \$25,000                    |
| Asst. Supv. - Traffic Maintenance | \$18,600                     | \$20,600                   | \$22,700                   | \$25,000                    |

(UAWSchdA920914)