

AGREEMENT

between the

CITY OF WILDWOOD, CAPE MAY COUNTY, NEW JERSEY

and

AMALGAMATED LOCAL 2327

UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT

WORKERS OF AMERICA (U.A.W.)

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JANUARY 1, 2011 THROUGH DECEMBER 31, 2014

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**CITY OF WILDWOOD/U.A.W.**

**AGREED UPON CONTRACT LANGUAGE CHANGES**

**PREAMBLE**

This Agreement, entered into this 14<sup>th</sup> day of March, 2012, 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 AMALGAMATED LOCAL 2327, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (U.A.W.) (hereinafter called "Union"), has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable procedure for the resolution of grievances; and the establishment of rates of pay, hours of work, and other conditions of employment; and represents the complete and final understanding of all bargaining issues between the City and the Union.

## ARTICLE I - PURPOSE

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

## ARTICLE II - RECOGNITION

The City recognizes the Union, now known as the Amalgamated Local 2327 United Automobile, Aerospace and Agricultural Implement Workers of America (U.A.W.), as the exclusive collective negotiation agent for all employees covered in the Union's original "certificate of representation" of PERC dated July 9, 1971 (Docket no. RO-277) and more specifically described by job titles appended to this Agreement.

### ARTICLE III - MANAGEMENT RIGHTS

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

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

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

3. To take any permissible disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms hereof, provided they are in conformance with the Constitution and Laws of the State of New Jersey and the United States of America.

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

D. The failure to exercise any of the foregoing rights, or any other management rights, shall not be deemed to be a waiver thereof.

#### ARTICLE IV - DEFINITIONS

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

**PERSONAL LEAVE DAY:** A day to be used in the same manner as a sick day for personal emergencies.

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

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

**PERMANENT PART-TIME EMPLOYEE:** An employee who has acquired the tenure and rights resulting from a regular appointment and successful completion of a working test period in a single capacity, yet whose regular hours of duty are less than the City's normal schedule for other members of the work unit.

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

**RETIRED EMPLOYEE:** Employees who retire from a state administered retirement system.

**DEPENDENTS:** Includes employees, spouse and any employee's children (including any step-children, legally adopted children and foster children) dependent upon employee for complete support and maintenance and who have been reported for insurance between birth and twenty-six (26) years of age. The aforementioned definition of dependents shall bar any other qualified dependent from benefits available. Notwithstanding this section, the criteria of the City's existing health insurance carrier and/or state or federal law shall be the final determinant for dependent status and coverage for health insurance purposes.

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

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

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



## ARTICLE V - SENIORITY

A. For the purpose of accruing benefits payable, including, but not limited to, vacations, sick leave, longevity and assignments, seniority shall be defined as "continuous and uninterrupted employment with the City from the date of initial provisional or permanent hire."

B. For the purposes of layoff or demotion, seniority shall be defined as "the amount of time which employee has served in a permanent capacity in a title on the same level from which he/she is being laid off or being demoted regardless of (departmental) unit."

C. The City shall utilize experience, ability, aptitude, qualifications, performance record, and the result of the New Jersey Department of Personnel Examination process as the criteria for promotion of employees to job classifications having higher rates of pay. When all of the aforementioned items are subsequently equal, seniority (using the definition in Section B, above) shall be the deciding factor.

D. The City shall mail or hand deliver to the Union Chairperson or his/her designee, copies of all job opportunities bulletins, NEW JERSEY DEPARTMENT OF PERSONNEL test notifications and all other correspondence, notices or other materials forwarded to or received from the NEW JERSEY DEPARTMENT OF PERSONNEL concerning job openings or opportunities within seventy-two (72) hours of receipt of transmittal of same. Union representative shall sign off with the City Personnel Officer when documents are received.

E. The City shall furnish the Union quarterly, the names and addresses, or upon reasonable request, position and pay (rate, grade and step). This shall include permanent, provisional, permanent part-time and seasonal employees. When applicable, Union sign up cards shall be included in employees' orientation. Upon reasonable request, the Chief Financial Officer shall supply the Union Chairperson with a seniority list including wages, grade, step and title. A Seniority list will be provided by the Chief Financial Officer upon request May 1 and November 1 of each year.

## ARTICLE VI - 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 to this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Once a grievance is filed, the individual employee filing same shall relinquish his/her rights to settle the grievance to the Union. Accordingly, after a grievance has been filed, the Union, and not the employee, shall determine settlement of the grievance on the grievants' behalf and shall negotiate the same with the departmental supervisory staff, city personnel office or other authorized agents of the City.

### B. Grievance Procedure.

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

#### STEP ONE:

1. An aggrieved employee shall institute action under the provisions hereof within four (4) working days of the occurrence of the grievance and an earnest effort shall be made to solve the difference informally between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said four (4) working days shall be deemed to constitute abandonment of a claim.

2. The supervisor shall render his decision within four (4) full working days after receipt of the grievance.

#### STEP TWO:

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

2. The department director or his designee shall render a decision in writing within five (5) days from the receipt of the grievance.

#### STEP THREE:

1. In the event the grievance has not been resolved at STEP TWO, then within ten (10) working days following the determination of the department head, the matter may be submitted to the Commissioner of the department in which the grievance occurs.

2. The Commissioner shall review the matter and submit to a Union Official a decision within ten (10) working days from receipt of the complaint. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

**STEP FOUR:**

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

1. An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

2. The arbitrator shall be bound by the parameters of the grievance definition stated in ARTICLE IV of this Agreement.

3. The decision of the arbitrator shall be binding upon the parties.

4. The costs of the services of the arbitrator shall be borne by the party against whom the arbitrator's ruling is rendered. The arbitrator shall set forth the findings of fact and reason for making the award within ten (10) days after the conclusion of the arbitration hearing, unless otherwise agreed to by the parties.

5. The election by an employee to proceed with binding arbitration shall be exclusive, 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 NEW JERSEY DEPARTMENT OF PERSONNEL.

6. In no event shall the provisions of this STEP FOUR be construed to prevent the City from seeking legal relief, including injunctive relief, to enforce any of the terms and conditions hereof.

Nothing contained herein shall deprive or prevent an employee from utilizing existing New Jersey Department of Personnel remedies for the appeal and review of disciplinary actions.

**C. Union Representation in Grievance Procedure.**

1. The shop steward (or Union representative) may be present and participate in the grievance procedures at STEP ONE.

2. The business agent for the Local Union may participate in the grievance procedure at STEP TWO and all STEPS subsequent thereto.

3. The international representative of the Union and any other Union personnel deemed appropriate by the business agent may participate in the grievance procedure at STEP THREE and all STEPS subsequent thereto.

4. At any meeting between a representative of the City and an employee in which discipline (including warnings which are to be included in the personnel file, suspension, demotion, discharge or withholding of wages because of tardiness or unauthorized absence) is to be announced, a Union representative may be present if the employee so requests.

5. An employee shall be given time off with pay for the time used in the presentation of grievances pursuant to the grievance procedure. Grievances on behalf of a class of employees (more than three) shall only have the affected employees released with pay for time to give testimony only, and not to observe the overall proceedings, if, in the opinion of the City, normal operations will be adversely affected. Witnesses who are not part of a claim shall be given time off with pay for the purpose of testifying before a grievance hearing officer, if required.

6. Employees shall have the opportunity to review disciplinary action taken by the City relative to an employee before the same is entered into employee's personnel file. Copies of said disciplinary action shall be forwarded to the Union for distribution to the employee at least five (5) calendar days prior to the City entering the same into the applicable employee's personnel file.

D. Labor-Management Committee.

There is herewith established a Labor-Management Committee to serve as a forum for representatives of the City and the Union to meet and discuss items such as training, equipment, uniforms, safety procedures and other subjects relevant to the City of Wildwood and the Union. This Committee shall include the Chairperson and the Unit Shop Stewards of the Union, the City Personnel Officer, the City Commissioner or his/her designee and another representative to be designated by the City. The Committee shall meet quarterly at a mutually agreeable date and time. Despite the above, emergency meetings may be called in the event that there is a situation that both parties deem urgent. The Committee shall not have any decision making power, but shall serve in an advisory capacity to the City and the Union.

## ARTICLE VII - UNION REPRESENTATIVES

A. Accredited representatives of the Union may enter the City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representatives enter the facilities or premises, it will request such permission from the appropriate Commissioner or his designee and such permission shall not be unreasonably withheld, provided there should be no interference with the normal operations of employees nor meetings held on City time or property.

B. The Union will be represented by one (1) elected Chairperson representing the entire unit. The Chairperson will be elected by the entire work group to represent the Union within the City. Two (2) Shop Stewards from the Public Works Department will be elected by the membership of that workgroup to represent the Union. One (1) elected Shop Steward from Public Safety and Finance Departments will be elected by the Membership of that work group to represent the Union.

C. The City will allow the Chairperson a reasonable amount of time to conduct union business relating to the administration of the contract and employee problems in regard to their employment during working hours provided that normal City operations will not be adversely affected. Shop stewards will be limited to four (4) hours per week, excluding time spent at Departmental Hearings. All work relating to Union Organization, negotiation proposals, and non-City related matters may only be discussed during non-working hours.

## ARTICLE VIII - HOURS AND OVERTIME

A. The normal working week shall consist of thirty-five (35) hours for all employees covered by this collective bargaining agreement.

B. Overtime payment.

1. An employee shall receive overtime when an employee works in excess of thirty-five (35) hours in a given week. Overtime shall be paid at the rate of time and one-half per (1½) hour. Bonafide sick days may be utilized in calculating overtime. A sick day shall count for seven (7) hours toward the overtime calculation. Excess hours between the regular schedule and forty (40) hours per week may be accrued as compensatory time in lieu of overtime payments accrued at the rate of time and one-half (1 ½) at the employee's request.

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

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

E. In the distribution of overtime work, preference over temporary or seasonal employees shall be given to permanent full-time employees. Overtime shall be distributed according to a seniority rotation list within each department. Overtime shall be distributed as equitably as possible. The parties may agree, from time to time, on further guidelines for the distribution of overtime by way of separate memorandum.

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

G. Standby, Call-out and Overtime.

1. Standby - An employee placed on "standby" - being required to be available for a "call-out" on his off duty hours, shall be provided an electronic paging device which he/she shall have on his person and turned on during the time the employee is on standby. Upon receiving a call-out, the employee shall respond to the call-out within thirty (30) minutes of the call. Standby duty shall be equitably rotated among all employees deemed by management to be qualified to handle the necessary call-out duties. To be eligible for standby pay, an employee must actually be assigned and required to be on standby. Possession of an electronic paging device does not in itself make one eligible for pay. The standby assignment shall begin when the employee responds to the dispatcher.

In recognition that the needs of the City for Standby workers varies from Department to Department, compensation for standby assignments shall be as follows:

**WATER UTILITY:** Each standby assignment shall be considered to be for an eight (8) hour shift. Employees may be assigned two (2) or more consecutive shifts of standby. Each eight (8) hour shift shall be compensated with two (2) hours of pay at the employee's regular rate of pay. Employees who are called out shall receive call-out pay in addition to the standby pay.

To be qualified for stand-by duty, an employee must hold a permanent title of Grade 5 or above.

**SEWER DIVISION:** Employees in the Sewer Utility shall be compensated in the same manner as employees of the Water Utility.

To be qualified for stand-by duty, an employee must hold a permanent title of Grade 6 or above.

**TRAFFIC OPERATIONS:** Employees in Traffic Operations may be required to be on standby assignment periodically. When so assigned they shall be compensated in the same manner as employees of the Water Utility and Sewer Utility.

**MUNICIPAL COURT:** Because of the unique situation surrounding the work schedule of Municipal Court Employees, the parties agree that said municipal court employees shall be entitled to overtime compensation on any given day where it is mandatory that said employees work in excess of seven (7) hours despite the fact that said employees have not worked thirty-five (35) hours in a given week. The parties agree and acknowledge that the situation involving municipal court personnel is unique and accordingly, said provisions shall not apply to the remaining portion of the bargaining unit.

## 2. Call-out

(a) Each employee required to return to work as the result of a standby, call-out or an emergency call-out shall be compensated with call-out pay. Call-out pay shall consist of a minimum of three (3) hours at one and one half (1½) times the employee's regular rate of pay.

(b) If a call-out requires less than three (3) hours work and the employee receives another call-out(s) during the same period, there shall be no additional compensation unless said additional call-out(s) cause employee's time worked to exceed three (3) hours, in which he will be compensated at one and one half (1½) his regular rate of pay for the time actually worked.

(c) After the initial three (3) hour period and when all work resulting from call-outs during that period has been completed, the process described in (a) and (b) above shall begin again and shall continue until the end of the standby assignment.

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

## ARTICLE IX - HOLIDAYS

A. The following holidays shall be recognized for provisional and permanent employees:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Good Friday	General Election Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Christmas Eve	Christmas Day

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 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 (1½) for the actual hours they worked on said holiday.

D. Employees who are normally scheduled to work on a week other than a normal Monday through Friday work week shall receive the same holiday benefits as do all other employees. If, during the regular scheduled work week of such employees, a holiday occurs and it does not occur on a regular work day of such employee, said employee shall be entitled to the last day of his work week as a holiday. If said employee is required to work on the last day of his work week, he will receive for working on said holiday, holiday pay. That is, he will be paid for the holiday as such, and, in addition, he will be paid time and one half (1½) for the actual hours which he works in such day.

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

F. Employees shall have two (2) "Floating Holidays" in addition to "A" above to be taken at the employee's discretion, provided that at least forty-eight (48) hours notice for the first day of the work week and twenty-four (24) hour notice for all other days, to take such a day be provided the City and that the City determines that the conduct of City business will not be adversely affected by the employee's absence on that particular day. Floating holidays not taken in a calendar year may not be carried over to the next year, but may be added to the employee's accumulated vacation time or paid to the employee at the end of the calendar year. If by request of the City, prior to January 31 of each year, the Union votes (by a simple majority) to have all employees take a specific day off, that will count as a floating holiday and as the equivalent of a regularly scheduled holiday.



G. In order to be paid for a holiday, the employee must work on the day before and the day after a holiday, unless the employee is on authorized vacation leave, the absence is part of an extended sick leave (using at least three (3) days of consecutive sick leave), or otherwise provides substantial evidence of an illness for the period. This clause is expressly provided to prevent abuse by employees of sick leave by taking "extended weekends" on holiday weekends.

## ARTICLE X - VACATIONS

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

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

2. Fourteen (14) working days vacation thereafter for every year and up to ten (10) years of service.

3. Twenty-one (21) working days vacation after the completion of ten (10) years of service and up to fifteen (15) years of service.

4. Twenty-eight (28) working days vacation after completion of fifteen (15) years of service and up to and including twenty (20) years of service.

5. Thirty (30) 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 i.e. (the Commissioner of each department or his representative) unless the appointing authority determines that it cannot be taken due to the intensity of the work schedule. Vacation time must be utilized by year end or lost; however, if the City precludes the employee from utilizing vacation during the month of December, then the City will extend an additional thirty (30) days (i.e. until January 30<sup>th</sup>) for the employee to utilize same.

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

## ARTICLE XI - HOSPITALIZATION & INSURANCE

A. The City, at its sole cost, shall provide, for all permanent and provisional employees, health benefits insurance as follows:

1. Employees who have been on the City of Wildwood Payroll for two (2) months, at the beginning of the third (3<sup>rd</sup>) month, will receive benefits provided by the New Jersey State Health Plan as provided by the City of Wildwood to its employees offered as of the date of this Agreement for hospitalization, medical, laboratory services and major medical benefits or identical or substantially similar coverage. The plans presently offered are the New Jersey State Health Plan.

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

(a) Identical or substantially similar coverage and administration as that provided by the City Prescription Program, which is currently a Three Dollar (\$3.00) co-pay for generic drugs and a Ten Dollar (\$10.00) co-pay for non-generic drugs.

(b) Delta Dental Plan of New Jersey, Inc., effective 1994 and Orthodontic coverage for children with a standard fifty (50%) percent benefit level and maximum One Thousand Five Hundred Dollars (\$1,500.00) Dollar payment per procedure.

(c) Employees who have been on the City of Wildwood payroll for three (3) months, at the beginning of the fourth (4<sup>th</sup>) month, enrollment in B.C.S. Free Standing Vision Plan.

(d) In the event that the City plans to change health providers covered under this Article, then the City will provide sixty (60) days notice to the Union of such intention.

(e) All co-pay, deductible, contributions, prescription payments or other payment provisions set forth in the New Jersey State Health Care Plan and any modifications by the State of New Jersey thereto shall be incorporated into the contract as they occur. This shall include retirees. This provision shall replace the dollar figure limits or percentages set forth in the previous agreement.

Effective June 28, 2011, employees shall be subject to the provisions of Public Law 2011, Chapter 78 with regards to health benefit contribution rates.

In the event of an extraordinary increase, the union reserves the right to return to the bargaining table to discuss this provision. For the purposes of this paragraph, an extraordinary increase shall be defined as a doubling of the co-pay, deductible, contributions, prescription payments or other payment provisions within a calendar year of the implementation of the previous provisions by the state of New Jersey.

B. Disability Insurance will now be provided by the City through a private plan approved by the State of New Jersey. The cost to the employee for the private plan cannot be more than it would be under the State Plan. The City shall bear the balance of the cost to the private plan.

C. Effective January 1, 1997, all retirees with twenty-five (25) or more years of service as regular full-time employees with the City of Wildwood shall receive one-hundred (100%) percent of the cost of health insurance (hospitalization and/or major medical coverage) during their first year of retirement. However, in the event that up to five (5) years of such service were rendered as a regular full-time employee in another municipality in the State of New Jersey, or as a regular full-time county employee or regular full-time state employee with the State of New Jersey, the City will, nevertheless, provide the benefits set forth above provided that the retiree has at least twenty (20) years of service as a regular full-time employee with the City of Wildwood. In the event that premium(s) increase in the years subsequent to retirement, the employee and City shall each pay fifty (50%) percent of said increase, if any, over and above the rate (base) that the City paid for the employee's Health Insurance during the year of his/her retirement. This payment scheme shall continue for every year that a premium increase occurs. It is agreed that the premium charged during the employee's first year of retirement shall serve as the base year from which all future increases shall be calculated and the increases over the base year shall be split fifty/fifty (50/50) by the City and the employee.

In the event that the base year premium includes coverage for children who subsequently become emancipated, then the base year figure shall be reduced for the year immediately subsequent to the emancipation to the premium figure which would have been charged during the base year to insure the individuals who shall remain insured.

A similar formula shall be employed for family members who become deceased or the employee's spouse in the event of a divorce.

If a retiree adopts or has a child (ren) subsequent to retirement, then the retiree shall be responsible for one hundred (100%) of the premium and all increases relative to such child or children.

D. In accordance with P.L. 2011, c.78, employees retiring after June 28, 2011 shall have deducted from their retirement allowance the health benefit contribution, using the retirement allowance as if it were base salary. Limited exceptions to this requirement exist under state law. Applicability will be determined on a case-by-case basis at the time of retirement.

All coverage or contributions towards coverage's by the City shall terminate when employee becomes eligible for Medicare coverage or upon death of employee.

## ARTICLE XII - PERSONAL LEAVES

### A. Sick Leave.

#### 1. Service credit for sick leave.

(a) All permanent and provisional employees shall be entitled to sick leave with pay in accordance with New Jersey Department of Personnel regulations.

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

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

(d) In the event that an employee exhausts all of his/her benefit leave, then another employee may donate, on a case to case basis, up to five (5) sick days per year to be utilized by the employee having no sick leave remaining; however, the employee donating time must have a pay level at least equal to the employee whose sick leave is exhausted. In the event that the employee seeking to donate time is earning a lesser wage then the time donated shall be converted to a dollar value and reduced accordingly. Similarly, in the event that an employee donating time is earning a greater pay scale then time donated shall be converted to a dollar value and adjusted to comport with the pay scale of the employee whose sick leave is exhausted.

(e) In the event that the employee who is the recipient of donated sick time is capable of returning to work prior to utilizing all of the donated sick time, then any unused time shall be returned to the donors pursuant to a formula to be established by the Chief Financial Officer under the direction of the Commissioner of Revenue and Finance. Said formula shall be established within sixty (60) days of the date that this agreement is executed by all parties.

#### 2. Amount of Sick Leave

(a) The minimum sick leave with pay shall accrue to any permanent or provisional employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment, and fifteen (15) working days on every calendar year thereafter.

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

(c) Upon termination, the City shall certify to the New Jersey Department of Personnel the employee's accumulated sick leave which shall be made a part of the employee's permanent record.

3. Reporting Absence on Sick Leave

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

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

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

4. Verification of Sick Leave

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

i. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year, consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

ii. 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.

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

(c) The City may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether or not 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. 1010 as amended.

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

6. An employee who uses two (2) or less sick days in a single calendar year shall receive three (3) personal leave days in the following year to be taken in a manner identical to that of a "Floating Holiday" as described hereinabove. If such leave cannot be taken due to denial of the time by the City, it shall be paid in cash at the end of the second (2<sup>nd</sup>) year.

B. Bereavement Leave.

1. Each permanent or provisional employee shall be permitted a maximum of five (5) consecutive scheduled work days, commencing on the day or the day subsequent to the day of death of any of the following: Mother, Father, Sister, Brother, Son, Daughter, Husband, Wife, Grandchild, Parent-in-law, and any individual residing in the same household with the employee.

2. Each permanent or provisional employee shall be permitted one (1) day leave to attend the funeral of any of the following: Grandfather, Grandmother, Son-in-law, Daughter-in-law, Aunt, Uncle, Niece, Nephew, Brother-in-law or Sister-in-law.

3. If the funeral is out of state, then an additional leave day shall be granted with regard to funerals which fall in paragraph two (2) category only.

C. Military Leave.

1. Leave shall be granted to employees to fulfill the special military requirements of regular annual active duty for training with any reserve unit of the Army, Navy, Marine Corps, Coast Guard, National Guard or Air Force.

2. The parties agree to be bound by the mandates of existing Federal and State Statutes or further amendments of the same with regard to leave for military service.

### ARTICLE XIII - LONGEVITY

A. The following longevity plan shall be continued for all permanent and provisional employees, based upon the employee's length of continuous and uninterrupted service with the City:

Notwithstanding the above, the parties acknowledge that prior to the execution of this contract the previous contracts provided for a bifurcated longevity plan in which employees hired after December 31, 1986 did not receive longevity. Accordingly, this longevity provision shall apply prospectively (not retroactively) with regard to said employees (and to any newly hired individuals) who shall commence receiving longevity as of January 1, 2000 based upon said employee's length of continuous and uninterrupted service with the City.

1. Five (5) years of service – two percent (2%) longevity pay based upon employee's based salary
  2. Ten (10) years of service - four percent (4%)
  3. Thirteen (13) years of service - six percent (6%)
  4. Sixteen (16) years of service - eight (8%)
  5. Nineteen (19) years of service - ten percent (10%)
  6. Twenty-two (22) years of service – twelve percent (12%)
  7. Twenty-five (25) years of service – fourteen (14%)
- B. Deputy pay shall be included in the computation of longevity payment.
- C. Longevity shall be computed as of January 1 and July 1 of each year.

Longevity shall be eliminated for all individuals hired after May 1, 2007. In its place a Term of Service plan shall be implemented which shall provide as follows:

D. No benefit shall accrue to employees hired after May 1, 2007 until the completion of the fifth (5<sup>th</sup>) year of service. At the conclusion of the fifth (5<sup>th</sup>) year of service said employee(s) shall receive a payment in the amount of Five Hundred Dollars (\$500.00).

E. At the conclusion of the sixth (6<sup>th</sup>) year of service said employee(s) shall receive an annual benefit in the amount of Six Hundred Dollars (\$600.00). This benefit plan shall continue in One Hundred Dollar (\$100.00) per year increments, throughout the employment of said individual(s) until the twenty-fifth (25<sup>th</sup>) year of employment, at which point annual benefits shall be capped at Two Thousand Five Hundred Dollars (\$2,500.00).

F. Nothing herein shall affect the current longevity scheme as it relates to employees hired prior to May 1, 2007.



#### **ARTICLE XIV - TEMPORARY OR SEASONAL EMPLOYMENT**

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

Comfort Station Attendants

Paper-Pickers (designated as Laborers)

Clerical Employees

Laborers (other than Paper-Pickers)

## ARTICLE XV - SALARIES AND COMPENSATION

### A. Salary Schedule.

1. Effective retroactively to January 1, 2011, base salaries shall be increased by zero percent (0%) over each employee's 2010 salary with no movement in the step system.
2. Effective January 1, 2012, all employees shall receive a zero percent (0%) increase to their 2011 base salary with no movement in the step system.
3. Effective January 1, 2013, all employees shall receive a two percent (2%) increase to their January 1, 2013 base salary with no movement in the step system.
4. Effective January 1, 2014, all employees shall receive a zero percent (0%) increase to their January 1, 2014 base salary; however, there shall be an additional step added (Step 9) on January 1, 2014 with movement in the step system as indicated in the grid attached.
5. No newly hired employee will receive a higher salary in any job title beyond what is being earned by an existing employee in the same job title.

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

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

D. SHIFT DIFFERENTIAL - Effective upon ratification and approval of this agreement, for the term thereof, payment shall be made for working other than the normal shift for the work unit as follows:

1. Second Shift - Seventy-five Cents (\$0.75) per hour over the first (1<sup>st</sup>) (normal) shift rate.
2. Third Shift - One Dollar (\$1.00) per hour over the first (1<sup>st</sup>) (normal) shift rate.

E. PROMOTIONS - Effective January 1, 1994, employees who have not reached the maximum salary for their Grade, and who receive a promotion to a higher Grade, shall receive Six Hundred Dollars (\$600.00) per Grade, prorated for the balance of the year in which the promotion is received. Effective January 1, 1995, an employee promoted to a higher grade shall be placed on the corresponding step to the new guide.

F. **REQUIRED LICENSES** - 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 Five Hundred Dollars (\$500.00) annually.

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

(a) Stationary Engineer licenses as follows:

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

(b) Public Safety Telecommunicator who hold a 911 certification.

(c) Employees required to hold a C.D.L. license.

The above employees required to hold the required 911 certification or C.D.L. license shall, in addition to their regular salary, receive Seven Hundred Dollars (\$700.00) in 2011, Seven Hundred Dollars (\$700.00) in 2012, Seven Hundred Dollars (\$700.00) in 2013, and Seven Hundred Dollars (\$700.00) in 2014, as a stipend paid to the employee in a separate check the first pay in December. In the event a C.D.L. driver has a positive drug test, the stipend will not be paid for that year.

(d) Employees that hold Pesticide or Refrigerant-Mechanics licenses shall, in addition to their regular salary, receive Three Hundred Dollars (\$300.00) in 2011, Three Hundred Dollars (\$300.00) in 2012, Three Hundred Dollars (\$300.00) in 2013, and Three Hundred Dollars (\$300.00) in 2014, as a stipend paid to the employee in a separate check the first pay in December.

(e) No employee shall be compensated for holding more than one of the enumerated licenses.

2. **REQUIRED LICENSES** - All drivers hired to drive C.D.L. equipment will receive a Grade 6 assignment. Loss of a C.D.L. license will cause reversion to Grade 5.

(a) Employees holding a C.D.L. license who are asked to serve in a higher grade shall be credited with Five Dollars (\$5.00) per diem payable the first (1<sup>st</sup>) pay in December. This per diem is subject to a cap of Five Hundred (\$500.00) Dollars. Departmental accounting shall be quarterly.

(b) Mechanics and Senior Mechanics in the Fleet Maintenance Division shall also be entitled to the Five Dollars (\$5.00) per diem when asked to drive a vehicle requiring a C.D.L. license. This per diem is subject to a cap of Five Hundred (\$500.00) Dollars.

(c) No employee shall receive a per diem if he or she receives the annual CDL stipend.

G. TOOL STIPEND - Effective January 1, 2007, all Employees (mechanics, senior mechanics, supervisor Mechanic and Mechanic's Helper) in the Fleet Maintenance Division of the Public Works Department, and in addition to their regular salary, receive an annual stipend of Five Hundred Dollars (\$500.00) and Carpenters in the Construction Division of Public Works Department shall receive an annual stipend of Four Hundred Dollars (\$400.00) which shall be paid to the employee in a separate check the first (1<sup>st</sup>) pay in December in order to compensate for the lost and/or damaged personal tools. Receipts will be required for compensation.

H. CLOTHING STIPEND - Effective January 1, 2007, Distribution and Meter Division employees of the Water Utility shall, in addition to their regular salary, receive a maximum annual stipend of Six Hundred Dollars (\$600.00) which shall be paid to the employee twice a year in separate checks of Three Hundred Dollars (\$300.00) in order to purchase proper clothing to perform his/her duties. Utility logo shirts and work pants will still be purchased by the City. Beginning January 1, 2008 employees must provide receipts totaling Three Hundred Dollars (\$300.00) in order to receive the second half of the annual stipend.

I. Any employee working above their title or grade shall be paid at the rate of higher grade for that day and any applicable stipends. However, the above shall not apply in emergency situations nor shall it apply to any situation in which the employee works above title or grade for a period of less than two (2) full days (i.e.) increase payment shall commence on the third (3<sup>rd</sup>) day.

## **ARTICLE XVI - BULLETIN BOARDS**

Bulletin Boards shall be made available by the City and shall be designated "Union Bulletin Boards." These Bulletin Boards may be utilized by the Union for the purpose of posting union announcements and other information of a non-controversial nature. The Department Director of the area or his representative may have removed from the Bulletin Board any material which does not conform with the intent and provisions of this Article.

## **ARTICLE XVII - WORK RULES**

It is acknowledged that the City shall adopt and post, or otherwise disseminate such rules and regulations as it may desire, provided that same are not contrary to this Agreement. If it is alleged that any such rules and regulations are contrary to this Agreement, then the Union may grieve with reference to same. Copies of all Departmental work rules or modifications to same shall be supplied to each Department Steward.

## ARTICLE XVIII - 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 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 New Jersey Department of Personnel regulations.

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 XIX - NON-DISCRIMINATION

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

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

C. There shall be no discrimination, interference, restraint or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain, or coerce any employees who are not members of the Union and shall not solicit membership in the Union or the payment of dues during working time.



## ARTICLE XX – DEDUCTIONS FROM SALARY

A. Upon receipt of written authorization from employees, the City of Wildwood shall deduct regular Union dues, initiation fees and assessments. If allowable by law, the City of Wildwood shall, upon receipt of written authorization from employees of the City of Wildwood, deduct contributions as set forth in such authorization to the 65 Family Federal Credit Union. Credit Union contributions shall be implemented subsequent to the City's data procession upgrade, which is anticipated as a capital improvement in, or subsequent to 1994. Employees who have not signed and submitted to the City of Wildwood a written authorization allowing the deduction of regular pay to the Union, a representation fee in lieu of dues in the amount not to exceed eighty five percent (85%) of such regular membership dues, fees and assessments. The City of Wildwood shall thereafter deduct said sum from the wages of those employees to the extent allowed under New Jersey Law. The City of Wildwood shall forward the proper sum to the Union.

B. Deductions shall be made out to each employee's pay and shall be forwarded to the Union no later than the tenth (10<sup>th</sup>) day of the following month. Unions dues shall be the equivalent of (2.0) hours straight time pay per month for full members and shop agency members shall be (1.7) hours straight time pay per month applies through payroll deductions. Initiation Fee for full members will be \$50.00 which is deducted at \$5.00 per pay increments.

C. The Union agrees to indemnify and save the City harmless from any suit or liability arising because of action taken or not taken by the City of Wildwood pursuant to this Article.

D. UAW V-CAP: During the life of this Agreement, the City, (subject to City approval of the form of Authorization), agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each employee executes or has executed the following "Authorization for Assignment and Check off of Contributions to UAW V-CAP" form; provided further, however, that the City will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an un-revoked "Authorization for Assignment and Check off of Contributions to UAW V-CAP" form.

Deductions shall be made only in accordance with the provisions of and in the amounts designate in said "Authorization for Assignment and Check off of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement.

A properly executed copy of the "Authorization for Assignment and Check off of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder shall be delivered to the City before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Check off of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.

Deductions shall be made, pursuant to the forms received by the City, from the employees' first (1<sup>st</sup>) union dues period in the first (1<sup>st</sup>) month following receipt of the check off authorization card and shall continue until the check off authorization is revoked in writing. The City agrees to remit said deductions promptly to UAW V-CAP, in the care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

The City further agrees to furnish UAW V-CAP with the name, address, social security number, and date of the last Authorization of those employees for whom deductions have been made. The City further agrees to furnish UAW V-CAP with a monthly and year to date report of each such employee subject to this provision.

## ARTICLE XXI - 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 the employee is reacquiring said pension rights.

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

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

D. All Public Safety Telecommunicators shall receive consideration similar to that offered to Police Officers via N.J.S.A. 40:14-155.

E. BUY AMERICAN: The City will endeavor to purchase equipment, materials, supplies, etc. made in the USA whenever possible.

F. LEAP YEAR: Employees who are compensated bi-weekly, twenty-six (26) pay periods based on a calendar year of three hundred sixty five days/fifty two weeks (365/52), shall be compensated for the additional day in the pay period that incorporates February 29<sup>th</sup> of the Leap Year.

Administration shall have the responsibility to adjust the salary base to reflect an increase of one (1) regular day's pay to the annual salary base of all employees covered under this collective bargaining agreement for any calendar year with three hundred sixty six (366) days. This adjusted base shall be used in calculating bi-weekly pay periods.

## **ARTICLE XXII - LEAVE TO CONDUCT UNION BUSINESS**

Employee(s) appointed by the Union shall, upon written request from the Union, be permitted to receive a leave of absence without pay to perform Union activities for a period not to exceed one (1) year. While on such leave, employee(s) will continue to accrue seniority and to receive PERS credit pursuant to Chapter 368, P. L. 2005 and Division of Pension regulations regarding leave for Union service. The Union shall be responsible for the cost of the Employer's portion of the pension contributions during the leave of absence. The Union shall also be responsible for the cost of the Employer's costs associated with the Employee's health benefits coverage during the leave of absence, if said Employee is enrolled in a Health benefit plan. Such leave may be extended for additional time periods by agreement of the parties. No more than one (1) Employee shall be granted such leave of absence at one (1) time.

### **ARTICLE XXIII - SEPARABILITY AND SAVINGS**

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

#### **ARTICLE XXIV - FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargaining 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 the respect to any such matter, whether or not covered by the Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE XXV - PUBLIC SAFETY TELECOMMUNICATORS

- A. Every eight (8) hour shift worked shall include a one (1) hour lunch/dinner break.
- B. Public Safety Telecommunicators will work a forty (40) hour per week schedule. Public Safety Telecommunicators will be paid time and one half (1 ½) for all authorized time worked in excess of forty (40) hours per week. Such overtime will be paid at the time it is earned, pursuant to the City's normal payroll practices.
- C. Public Safety Telecommunicators must use compensation time by the end of the calendar year subsequent to the year in which it is earned.
- D.
  1. Public Safety Telecommunicators shall be allowed to accumulate holidays.
  2. Holidays for pay purposes shall fall on the traditional dates.
  3. Employees who actually work on scheduled holidays will be paid at the rate of time and one half (1½) for hours worked.
  4. Holidays must be used within the first three (3) months of the following calendar year. Any unused time shall be added to the employee's accumulated sick leave or paid in cash.
- E. For Public Safety Telecommunicators who were employed prior or January 1, 1987, annual vacation leave with pay shall be earned at the following rate:
1. One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.
  2. Fourteen (14) working days vacation thereafter for every year up to and including ten (10) years of service.
  3. Twenty-one (21) working days vacation time after the completion of ten (10) years and up to and including fifteen (15) years of service.
  4. Twenty-eight (28) working days vacation after the completion of fifteen (15) years and up to and including twenty (20) years of service.
  5. Thirty (30) working days vacation after the completion of twenty (20) years of service.
- F. Public Safety Telecommunicators who commenced employment on or after January 1, 1987, will receive vacation pursuant to the term of this Agreement.

## ARTICLE XXVI - SUCCESSOR AND ASSIGNEE CLAUSE

On or before the Commencement Date that any new Operator assumes operation of the Municipal Water Department, the Operator shall provide to all of the existing municipal employees of the City's Division of Water offers of employment at equivalent salary and benefit levels and upon terms and conditions equal to those in effect on the last business day preceding the Commencement Date whether those benefits or other terms and conditions are specified in the collective bargaining agreement between the City and UAW Local 2327 or not. Such employees who accept offers of employment may only be terminated for cause. For the purposes of this Agreement economic reasons shall not constitute cause. The Operator shall be entitled to offer employees voluntary buy-out packages. On or before the Commencement Date, the Operator shall recognize and agree to enter into a collective bargaining agreement with UAW Local 2327, on terms and for a duration equal to the collective bargaining agreement between the City and UAW Local 2327 that is to become effective January 1, 2007, subject to modifications in pension plans, medical plans or other provisions that must be modified because of the change in employer. For the duration of the January 1, 2007 collective bargaining agreement between the City and UAW Local 2327, the Operator will provide employee benefit programs provided to the employees on the last business day preceding the Commencement Date. For pension and retirement plan purposes, the Operator shall recognize the vested service and past credited service that the affected employees had as of the last business day preceding the Commencement Date. The Operator will recognize the seniority of the affected employees with the City and the seniority date of the affected employee with the City as of the last business day preceding the Commencement Date shall constitute the employee's seniority date with the Operator. The Operator's obligation under the UAW collective bargaining agreement shall extend only to the Operator's operation of the City's Water System, and the individuals employed by the same and any provisions in the collective bargaining agreement between the City and UAW Local 2327 which do not relate to the employees' of the City's Water System shall have no application to the Operator. For purposes of this paragraph only, UAW 2327 and the affected employees shall be considered to be third-party beneficiaries and shall be entitled to enforce the terms of this paragraph against the Operator in the Courts of the State of New Jersey. The Operator shall hold the City harmless and indemnify the City if the City is made party to any claim resulting from Operator's failure to fulfill its obligations under this section. Such indemnification shall include reasonable counsel fees and costs expended by the City with regard to any such claim or action, or any other monies that may be expended in order to reasonably enforce this section.

During the term of this Agreement, the City of Wildwood, will guarantee the performance of Azurix with regard to the provisions of this paragraph. With regard to such guarantee, the City reserves any and all rights which it may have against Azurix pursuant to its agreement with that entity. Moreover, the term of this guarantee shall be limited to the three (3) year period contemplated in this Agreement and shall not extend beyond the termination date of this Agreement.

Relative to other operations or assets of the City's business it is agreed that if the employer sells, assigns or leases or otherwise transfers control, operations or assets of its business to another person, corporation, or firm the employer will require such transferee to retain the employees by seniority and assume the obligations of this Agreement by specific



provisions of the agreement of transfer. This provision shall be subject to applicable Civil Service regulations.

Subject to the above, it is agreed that if the employer sells, assigns, leases, or otherwise transfers the control, operation, or assets of any other aspect of its business to another person, company, corporation or firm, the employer will require such transferee to retain the employees by seniority and assume the obligations of this Agreement by specific provision in the agreement of transfer. Subject to applicable Civil Service regulations.

In the event that the City reacquires management of the water department prior or during the term of the contract, then the employees therein will be bound by the terms of this contract.

ARTICLE XXVII - TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2011 to December 31, 2014. This agreement shall continue in full force thereafter unless either party gives written notice, at least ninety (90) days prior to December 14, 2014, of a desire to change or end this Agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals at Wildwood, New Jersey on this 14<sup>th</sup> day of March, 2012.

U.A.W. ALMAGAMATED  
LOCAL 2327, UNITED  
AUTOMOBILE, AEROSPACE  
AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA

CITY OF WILDWOOD,  
CAPE MAY COUNTY, NJ

By: Ther Smith

By: [Signature]  
Ernest Troiano, Jr., Mayor

Attest: Sandra J. Wilson

Attest: WE [Signature]

Attest: [Signature]

Attest: [Signature]  
Christopher H. Wood,  
City Clerk

Attest: Gally A. Peter

Attest: Jamie [Signature]

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

**APPENDIX A**

**POSITION TITLE GRADE**

**ADMINISTRATIVE DEPARTMENT, TITLES**

<b>TITLE:</b>	<b>GRADE:</b>
Account Clerk	4
Administrative Clerk	7
Assistant Supervisor of Accounts	8
Bi-Lingual Clerk Typist	5
Bi-Lingual Senior Clerk Typist	6
Bi-Lingual Principal Clerk Typist	7
Cashier	4
Clerk Stenographer	4
Clerk Transcriber	4
Clerk Typist	4
Crossing Guard/Summer Parking Enforcement Officer	3
Data Entry Machine Operator	5
Deputy Municipal Court Clerk	9
Executive Assistant	14
Housing Inspector	5
Permit Clerk/Typist/Registrar of Vital Statistics	6
Principal Account Clerk	6
Principal Assessing Clerk	6
Principal Cashier	6
Principal Clerk Transcriber	6
Principal Clerk Typist	6
Principal Data Entry Machine Operator	7
Principal Personnel Clerk	6
Principal Tax Clerk	6
Public Safety Telecommunicator	13
Purchasing Assistant Typist	4
Secretarial Assistant	7
Senior Account Clerk Typist	5
Senior Cashier	5
Senior Clerk Stenographer	5
Senior Clerk Transcriber	5
Senior Clerk Typist	5
Senior Data Entry Machine Operator	6
Senior Public Safety Telecommunicator	14
Senior Purchasing Assistant/Typing	5
Senior Tax Clerk	5
Senior Timekeeper/Clerk	5
Special Activities Supervisor	6
Supervising Clerk Transcriber	7

**APPENDIX B**

**POSITION TITLE GRADE**

**DEPARTMENT OF PUBLIC WORKS**

<b>TITLE:</b>	<b>GRADE:</b>
Assistant Laborer Foreman	8
Assistant Parks Foreman	8
Assistant Supervisor Building Maintenance	8
Assistant Supervisor Building Services	7
Assistant Supervising Laborer	9
Assistant Supervisor Parks	9
Assistant Supervisor Sewer	9
Assistant Supervisor Traffic Maintenance	9
Building Maintenance Worker	4
Building Service Worker	3
Carpenter	7
Carpenter's Helper	6
Coordinator of Maintenance Services	7
Electrician	7
Equipment Operator	7
Heavy Equipment Operator	8
Laborer	4
Maintenance Repairer/Carpenter	6
Maintenance Repairer/Painter	5
Mason	7
Mechanic	6
Mechanic/Welder	7
Mechanic's Helper	5
Parking Meter Repairer/Collector	6
Parks Maintenance Worker	5
Plumber	7
Radio Technician	7
Recreation Leader	4
Sanitation Inspector	7
Senior Building Maintenance Worker	5
Senior Building Service Worker	4
Senior Carpenter	8
Senior Electrician	8
Senior Maintenance Repairer/Carpenter	7
Senior Mechanic	7
Senior Mechanic/Fire Apparatus	9
Senior Parking Meter Collection/Repairer	7
Senior Plumber	8
Senior Sanitation Inspector	9

APPENDIX B

POSITION TITLE GRADE

DEPARTMENT OF PUBLIC WORKS

Senior Sewer Equipment Operator	8
Senior Traffic Maintenance Worker	6
Sewer Equipment Operator	7
Sewer Maintenance Worker	6
Sewer Repair	5
Supervising Carpenter	9
Supervising Heavy Equipment Operator	9
Supervising Mechanic	9
Traffic Maintenance Foreman	9
Traffic Maintenance Worker	5
Truck Driver	5
Truck Driver, CDL	6
Truck Driver, Heavy	7

APPENDIX C

POSITION TITLE GRADE

DEPARTMENT OF WATER

<b>TITLE:</b>	<b>GRADE:</b>
Assistant Chief Pumping Station Operator	9
Assistant Supervisor Water Meter Reader/Repair	9
Assistant Water Foreman	7
Equipment Operator	7
Groundskeeper	4
Heavy Equipment Operator	8
Laborer	4
Maintenance Repairer/Mason	5
Pumping Station Operator	6
Senior Stock Clerk	5
Senior Water Repairer	6
Senior Pumping Station Operator	7
Supervising Pumping Station Operator	8
Senior Water Meter Reader/Meter Repairer	6
Water Meter Reader/Repairer	5
Water Meter Repairer/Reader	5
Water Repairer	5
Water Service Inspector	8

# CITY OF WILDWOOD

## UAW SALARY GRID

Year 2011

0.0%

STEPS		1	2	3	4	5	6	7	8
GRADES									
1		-	24,157	25,672	27,182	28,699	30,212	32,031	33,849
2		-	25,221	26,881	28,538	30,198	31,855	33,838	35,823
3		24,484	26,391	28,299	30,207	32,115	34,024	36,279	38,534
4		25,410	27,345	29,283	31,217	33,154	35,091	37,391	39,692
5		26,332	28,326	30,319	32,316	34,310	36,306	38,671	41,037
6		27,255	29,203	31,154	33,108	35,059	37,010	39,337	41,663
7		28,182	30,315	32,451	34,586	36,720	38,852	41,384	43,916
8		29,100	31,325	33,551	35,777	38,000	40,227	42,862	45,497
9		30,023	32,306	34,587	36,870	39,151	41,432	44,146	46,859
10		30,942	33,341	35,740	38,135	40,531	42,931	45,763	48,596
11		31,872	34,380	36,887	39,397	41,909	44,416	47,383	50,352
12		32,791	35,414	38,034	40,661	43,283	45,907	48,998	52,088
13		33,715	36,610	39,505	42,400	45,298	48,192	51,585	54,978
14		34,638	37,804	40,975	44,140	47,310	50,477	54,168	57,860

# CITY OF WILDWOOD

## UAW SALARY GRID

Year 2012

0.0%

STEPS		1	2	3	4	5	6	7	8
GRADES									
1		-	24,157	25,672	27,182	28,699	30,212	32,031	33,849
2		-	25,221	26,881	28,538	30,198	31,855	33,838	35,823
3		24,484	26,391	28,299	30,207	32,115	34,024	36,279	38,534
4		25,410	27,345	29,283	31,217	33,154	35,091	37,391	39,692
5		26,332	28,326	30,319	32,316	34,310	36,306	38,671	41,037
6		27,255	29,203	31,154	33,108	35,059	37,010	39,337	41,663
7		28,182	30,315	32,451	34,586	36,720	38,852	41,384	43,916
8		29,100	31,325	33,551	35,777	38,000	40,227	42,862	45,497
9		30,023	32,306	34,587	36,870	39,151	41,432	44,146	46,859
10		30,942	33,341	35,740	38,135	40,531	42,931	45,763	48,596
11		31,872	34,380	36,887	39,397	41,909	44,416	47,383	50,352
12		32,791	35,414	38,034	40,661	43,283	45,907	48,998	52,088
13		33,715	36,610	39,505	42,400	45,298	48,192	51,585	54,978
14		34,638	37,804	40,975	44,140	47,310	50,477	54,168	57,860



**CITY OF WILDWOOD**

**UAW SALARY GRID**

**Year 2013**

**2.0%**

STEPS		1	2	3	4	5	6	7	8
GRADES									
1		-	24,640	26,185	27,726	29,273	30,816	32,672	34,526
2		-	25,725	27,419	29,109	30,802	32,492	34,515	36,539
3		24,974	26,919	28,865	30,811	32,757	34,704	37,005	39,305
4		25,918	27,892	29,869	31,841	33,817	35,793	38,139	40,486
5		26,859	28,893	30,925	32,962	34,996	37,032	39,444	41,858
6		27,800	29,787	31,777	33,770	35,760	37,750	40,124	42,496
7		28,746	30,921	33,100	35,278	37,454	39,629	42,212	44,794
8		29,682	31,952	34,222	36,493	38,760	41,032	43,719	46,407
9		30,623	32,952	35,279	37,607	39,934	42,261	45,029	47,796
10		31,561	34,008	36,455	38,898	41,342	43,790	46,678	49,568
11		32,509	35,068	37,625	40,185	42,747	45,304	48,331	51,359
12		33,447	36,122	38,795	41,474	44,149	46,825	49,978	53,130
13		34,389	37,342	40,295	43,248	46,204	49,156	52,617	56,078
14		35,331	38,560	41,795	45,023	48,256	51,487	55,251	59,017

# CITY OF WILDWOOD

## UAW SALARY GRID

Year 2014

0.0%

STEPS		1	2	3	4	5	6	7	8	9
GRADES										
1		-	24,640	26,185	27,726	29,273	30,816	32,672	34,526	36,380
2		-	25,725	27,419	29,109	30,802	32,492	34,515	36,539	38,562
3		24,974	26,919	28,865	30,811	32,757	34,704	37,005	39,305	41,604
4		25,918	27,892	29,869	31,841	33,817	35,793	38,139	40,486	42,833
5		26,859	28,893	30,925	32,962	34,996	37,032	39,444	41,858	44,272
6		27,800	29,787	31,777	33,770	35,760	37,750	40,124	42,496	44,868
7		28,746	30,921	33,100	35,278	37,454	39,629	42,212	44,794	47,376
8		29,682	31,952	34,222	36,493	38,760	41,032	43,719	46,407	49,096
9		30,623	32,952	35,279	37,607	39,934	42,261	45,029	47,796	50,563
10		31,561	34,008	36,455	38,898	41,342	43,790	46,678	49,568	52,457
11		32,509	35,068	37,625	40,185	42,747	45,304	48,331	51,359	54,386
12		33,447	36,122	38,795	41,474	44,149	46,825	49,978	53,130	56,281
13		34,389	37,342	40,295	43,248	46,204	49,156	52,617	56,078	59,538
14		35,331	38,560	41,795	45,023	48,256	51,487	55,251	59,017	62,782