

New Jersey Public Employment Relations Commission
NON-POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1 Public Employer: County:

2 Employee Organization: Number of Employees in Unit:

3 Base Year Contract Term: New Contract Term:

SECTION II: Type of Contract Settlement (please check only one)

4 Contract settled without neutral assistance

5 Contract settled with assistance of mediator

6 Contract settled with assistance of fact-finder

7 Contract settled with assistance of super-conciliator

8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?
 Yes No

SECTION III: Salary Base

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9 Salary Costs in Base Year \$

10 Longevity Costs in Base Year \$

11 Total Salary Base \$

SECTION IV: Salary Increases for Each Year of New Agreement*

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	<input type="text" value="01/01/20"/>	<input type="text" value="01/01/21"/>	<input type="text" value="01/01/22"/>	<input type="text" value="01/01/23"/>	<input type="text"/>
13 Cost of Salary Increments (\$)	<input type="text" value="36750"/>	<input type="text" value="31500"/>	<input type="text" value="31500"/>	<input type="text" value="31500"/>	<input type="text"/>
14 Salary Increase Above Increments (\$)	<input type="text" value="31500.60"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
15 Longevity Increase (\$)	<input type="text" value="525"/>	<input type="text" value="450"/>	<input type="text" value="450"/>	<input type="text" value="450"/>	<input type="text"/>
16 Total \$ Increase (sum of lines 13-15)	<input type="text" value="68775.60"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
17 New Salary Base (\$)	<input type="text" value="781066.33"/>	<input type="text" value="812566.33"/>	<input type="text" value="844066.33"/>	<input type="text" value="875566.33"/>	<input type="text"/>
18 Percentage increase over prior year	<input type="text" value="8.81"/> %	<input type="text" value="3.93"/> %	<input type="text" value="3.78"/> %	<input type="text" value="3.64"/> %	<input type="text"/>

*If contract duration is longer than five years, please add an additional page.

SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items*

19	Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
20	Totals(\$):						

**If contract duration is longer than five years, please add an additional page.*

SECTION VI: Medical Costs

		Base Year	Year 1
21	Health Plan Cost	\$ 321756.72	\$ 321756.72
22	Prescription Plan Cost	\$ 22800	\$ 22800
23	Dental Plan Cost	\$ 13359.96	\$ 13359.96
24	Vision Plan Cost	\$	\$
25	Total Cost of Insurance	\$ 357916.68	\$ 357916.68
26	Employee Insurance Contributions	\$ 27563.33	\$ 27563.33
27	Employee Contributions as % of Total Insurance Cost	7.70 %	7.70 %

Section VI: Medical Costs (continued)

28 Identify any insurance changes that were included in this CNA.

SECTION VII: Certification and Signature

29 The undersigned certifies that the foregoing figures are true:

Print Name: Todd Burkey

Position/Title: CFO

Signature: *Todd Burkey*


Date: 06/12/2020

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016

AGREEMENT
BETWEEN
CITY OF NORTH WILDWOOD, NEW JERSEY
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION
JANUARY 1, 2020 THROUGH DECEMBER 31, 2023

Execution ~~Draft~~
FINAL 

INDEX

Preamble 3

I Association Recognition 4

II Grievance Procedure and Arbitration 5

III Management Rights 10

IV Safety 12

V Jury Duty 13

VI Bereavement Leave 14

VII Insurance, Health and Welfare 15

VIII Hours and Working Conditions 20

IX Overtime and Compensatory Time 23

X No Strike or Lockout Pledge 25

XI Vacation 26

XII Check-off, Agency Shop, Pay Day and Payroll 29

XIII Sick Leave 31

XIV Holidays 34

XV Time to Attend Meetings 36

XVI Leave of Absence 37

XVII Longevity 39

XVIII Wages 40

XIX Uniform Allowance 41

XX Promotions and Promotional Pay 43

XXI Loyalty, Efficiency, No Discrimination 45

XXII Drug/Alcohol-Free Workplace and Alcohol Testing 46

XXIII Severability 48

XXIV Fully Bargained Provisions 49

XXV Miscellaneous 50

XXVI Fair Labor Standards Act 52

XXVII Definitions 53

XXVIII Salary Ranges 55

XXIX Management Committee 56

XXX Duration of Contract 57

Public Works Salary Minimums 58

Evaluations and Incentives 59

PREAMBLE

This Agreement dated this 15th day of January, 2020 by and between the CITY OF NORTH WILDWOOD, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "City" and the UNITED PUBLIC SERVICE EMPLOYEES UNION, hereinafter referred to as the "Union".

This Agreement is entered into in order to promote and insure harmonious relations, cooperation, and understanding between the City and its employees; to prescribe the rights and duties of the City and its employees; and 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 North Wildwood and its employees. It is the intent of the parties that this Agreement be construed in harmony with the laws of the State of New Jersey which govern public employment.

ARTICLE I

ASSOCIATION RECOGNITION

In accordance with the New Jersey Employer-Employee Relations Act, as amended, and the Rules of the Public Employment Relations Commission, under Docket #RO-2010-017, the Public Employment Relations Commission has certified the United Public Service Employees Union as the exclusive representative of all employees included below for the purposes of collective negotiations with respect to terms and conditions of employment. The representative is responsible for representing the interests of all unit employees without discrimination and without regard to employee organization membership. The representative and the City of North Wildwood shall meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment as required by the Act.

UNIT: Included: All regularly employed full and part-time (20 hours or more) non-supervisory blue collar employees employed by the City of North Wildwood.

Excluded: Managerial executives, confidential employees and supervisors within the meaning of the Act; professional employees, craft employees, police, casual employees and all other employees employed by the City of North Wildwood.

ARTICLE II

GRIEVANCE PROCEDURE AND ARBITRATION

A. Definition:

The term grievance, as used herein, means any controversy arising from the interpretation, application or violation of policies, agreements and administrative decision which affects the terms and conditions of employment of the employee.

B. Purpose:

1. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of the Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.
3. Any grievance may be raised by any employee or by the Union at the request and on behalf of an individual or group of individuals.

C. Steps of the Grievance Procedure:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent. The definition of working days is Monday through Friday, excluding holidays.

STEP ONE:

The aggrieved or the Union shall institute action under the provision hereof within five (5) working days after the event giving rise to the grievance has occurred or within five (5) working days after the aggrieved would reasonably be expected to know of its occurrence, and an earnest effort shall be made to settle the difference between the aggrieved employee and the aggrieved employee's Department Head for the purpose of resolving the matter informally.

STEP TWO:

If no agreement can be reached orally within ten (10) working days of the initial discussion with the Department Head, the employee or the Union may present the grievance, in writing, within ten (10) working days thereafter to the City Administrator or his/her designated representative. The written grievance at this time shall contain the relevant facts and the remedy requested by the grievant. The City Administrator or his/her designated representative shall conduct a hearing with the Union within ten (10) working days and then shall thereafter respond, in writing, within ten (10) working days after such hearing.

STEP THREE:

If the aggrieved person is not satisfied with disposition of the grievance by the appropriate Committee, the grievance may be submitted to arbitration within thirty (30) calendar days after the expiration of Step Two. A maximum of five (5) grievances shall be submitted to binding arbitration in any calendar year.

1. A request for a list of arbitrators shall be made to the Public Employees Relations Commission by the moving party and both parties shall then be bound by the rules and procedure of P.E.R.C. in the selection of an arbitrator.
2. The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other(s).
3. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any party thereto a limitation or obligation not provided in this Agreement.
4. The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in this Agreement shall be binding upon the parties.
5. The fee of the arbitration shall be borne equally by the party.

D. If a decision is not rendered within the time limits prescribed for decisions at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

Any grievance not presented in accordance with the applicable time limits or other requirements in the steps listed shall be automatically foreclosed according to the last response given.

E. Authorized representatives of the Union, whose names shall be filed in writing with the Mayor or his/her designee, shall be permitted to visit the City's facilities or the office of the City Administrator for the purpose of processing grievances. Any duly authorized representatives of the Union designated in writing, after reporting to the office of

the Department Head, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and investigation of complaints that the contract is being breached.

Upon request, the Union representative shall state the purpose of his/her visit. Except in an emergency, at least eight (8) hours advance notice must be given. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations. The Shop Steward will have two (2) hours to conduct investigations and shall suffer no loss of pay.

F. It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance:

a. involves the existence of alleged violation of any Agreement other than the present Agreement between the parties; or

b. would require an arbitrator to consider, rule on, or decide any of the following:

i. the elements of a job assignment;

ii. the level, title, or other designation of an employee's job classification;

iii. the right of management to assign or reassign work;

iv. pertains in any way to the establishment or administration of insurance, pension, savings or other benefit plans in which employees are eligible to participate; or

v. involves violations of State Laws and Regulations

G. The parties agree that the Union may elect to designate five (5) arbitrations to be binding arbitrations during each contract year. It is agreed that the decision of the arbitrator shall be binding on both parties and further that both parties will pay their share 50/50 of all costs charged by the arbitrator. Advisory arbitration shall remain for all other

arbitrations except for the first five (5) arbitrations elected by the Union during each contract year and it is also agreed that both parties will pay for their share of arbitration 50/50.

H. Employee minor disciplinary letters contained in any personnel file, such as for tardiness and other very minor violations, shall be removed after eighteen (18) months provided it was a single occurrence.

ARTICLE III

MANAGEMENT RIGHTS

It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency is a right and responsibility of the City of North Wildwood.

Accordingly, 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 municipal government and its properties and facilities and to determine the methods of operation to be offered by its employees and to direct the activities of its employees;
2. To determine the standards of selection of employment and 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 reprimand, suspend, demote, discharge or take other disciplinary action for good and just cause according to Law;
4. To transfer, assign, reassign; lay-off, and recall employees to work;
5. To determine the number of employees and the duties to be performed and to relieve its employees from duty because of lack of work or lack of funding or other legitimate reason in accordance with the Department of Personnel's rules and regulations.
6. To maintain the efficiency of its operations and to maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job or job classification, department operation or service;

7. To determine staffing patterns and areas worked to control and regulate the use of facilities, supplies, equipment, materials and other property to the employer;
8. To determine the number, location and operation of divisions, departments, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
9. To determine the amount of overtime to be worked;
10. To determine the methods, means, and personnel by which its operations are to be conducted;
11. To determine the content of work assignments;
12. To exercise complete control and discretion over its organization and the technology of performing its work; and
13. To make, maintain and amend such responsible rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective and efficient operation of the work for the City.

ARTICLE IV

SAFETY

The City shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state and local laws. To that end, a representative of the Union shall serve on the City's Safety Committee.

The City shall make available the reasonably necessary safety items and equipment in order to insure safety and health.

ARTICLE V

JURY DUTY

A regular employee who loses time from his/her job because of jury duty as certified by the Clerk of the Court, shall be paid their regular salary for the day, subject to the following conditions:

- a. When the jury service is completed prior to 1:00 p.m., the employee is required to telephone the Department Head and report to work if requested.
- b. Time lost because of jury service will not be considered for purposes of computing overtime.
- c. The employee must notify his/her Supervisor immediately upon receipt of any communication regarding jury service.
- d. No reimbursement of wages will be made for jury service during holidays or vacations.
- e. At the Department Head's request adequate proof must be presented of time served on a jury and amount received for such services.

ARTICLE VI

BEREAVEMENT LEAVE

- A. Employees shall be granted time off without loss of pay for the following:
1. Death in the immediate family, from date of death to and including the day of the funeral.
 - (a) Immediate family shall consist of spouse, domestic or civil union partner, child, stepchild, mother, father, brother, sister, stepmother, stepfather, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, brother-in-law and sister-in-law.
 - (b) Maximum time off for any one occurrence shall be three (3) days. This time is not to be deducted from any other benefits.
 2. Employees shall also be granted time off for the death of an aunt, uncle or first cousin. The maximum time off shall be one (1) day. This time is not to be deducted from any other benefits.
 3. The City may request documentation from the employee concerning proof of death and a signed statement as to the relationship of the employee to the deceased.

ARTICLE VII

INSURANCE, HEALTH AND WELFARE

A. Hospitalization and Medical Care. The CITY shall continue to provide hospitalization insurance through New Jersey State Health Benefits Plan, as it exists or as modified by the State Health Benefit Program (or any other substantially similar health benefit plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefits Program, for all employees and eligible dependents covered by this Agreement. The CITY agrees to pay the full cost of the NJSHBP Direct 15 Plan for employees and their eligible dependents. An employee may select coverage of another Plan offered by the NJSHBP and in the event the selected plan costs more than the Direct 15 Plan then the employee shall be responsible for paying the costs of the increased premium for the selected coverage. Payment shall be made by equal payroll deductions. Employees shall only be permitted to enroll in the type of coverage for which the employee is eligible.

Effective January 1, 2016, the City may satisfy its agreement to provide coverage under the NJSHBP Direct 15 Plan or a substantially similar plan by providing coverage under the NJSHBP 2030 Plan together with a Flex Payment Card which provides for payments of Co-Pays required under the NJSHBP 2030 Plan.

B. Prescription Plan. The CITY shall provide a Co-Pay Prescription Plan for the individual and his family.

Presently, the CITY provides the Prescription Plan through the State Health Benefits Plan.

Co-pays for generic prescriptions are currently Three Dollars (\$3.00) and Ten Dollars (\$10.00) for brand name prescriptions (per current State Health Benefit rates) and are subject to

future additional changes to reflect the then applicable State Health Benefit Plan prescription co-pays.

In the event the CITY no longer provides health care benefits or prescription coverage under the State Health Benefits Plan, then in such event the co-payment for the Prescription Plan shall be \$10.00 for mail in prescriptions, \$15.00 for generic drugs and \$25.00 for brand name drugs.

All benefits under the Prescription Drug Program are subject to the terms of the Group Policy.

C. Dental Plan. The CITY shall provide a Dental Insurance Program, which includes all of the benefits which are currently included in the Dental Insurance Program, at the date of this Agreement, for the employee and his/her eligible dependants to commence sixty (60) days after the commencement of current active employment. Further, the City may change the dental insurance plan or provider so long as the level of benefits provided to the employee and his/her eligible dependents is substantially similar.

D. Opt-Out. The New Jersey State Health Benefits Program (SHBP) provides that a municipality may allow an employee as a dependent by a spouse's employer to waive SHBP health benefits coverage. The decision of a municipality to allow its employees to waive coverage and the amount of consideration to be paid are not subject to collective bargaining.

Consistent with the provisions of the applicable law, the City is willing to adopt an Opt-Out Payment Plan as follows:

Employees enrolled in the health insurance coverage plan provided in Article VII Section A may elect to waive all coverage, provided proof of coverage through another source can be demonstrated. Employees who waive all coverage shall receive an end-of-year payment in the amount of twenty-five (25%) percent of the applicable premium for the insurance plan or \$2,000,

whichever is less, in lieu of the insurance, based on the number of months that the insurance was waived during the year. Payment shall be in the amount of twenty-five (25%) percent of the applicable premium, or \$2,000, whichever is less. Checks for opting out will be issued on or about December 1st of each year.

An employee who waives coverage shall be permitted to resume coverage by making an application for coverage during an open enrollment period in accordance with the provisions of the State Health Benefits Program.

Further, an employee who waives coverage shall be permitted to immediately resume coverage if the employee ceases to be eligible for other health care coverage for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received from the employer which represents an advance payment for a period of time during which coverage was resumed. An employee who wishes to resume coverage shall notify the employer in writing and file a declaration with the division, in such form as the director of the division shall prescribe, that the waiver is revoked.

Further in accordance with the provisions of the applicable law which provides that the decision of a municipality to allow its employees to waive coverage and the amount of consideration to be paid are not subject to collective bargaining, the City maintains the right to terminate, revise and modify the Opt-Out Payment Plan set forth herein.

E. Change in Plans and Providers. The City may, at its option, change any of the existing insurance plans or carriers providing such benefits so long as the benefits which are provided to the employees and their eligible dependents are substantially similar to the coverages and benefits currently provided to employees. The City further reserves the right, at its option, to

self-insure any of the plans or coverages so long as the benefits which are provided to the employees and their eligible dependents are substantially similar to the coverages and benefits currently provided to employees. Disagreements regarding coverage changes can go to the grievance process and to arbitration. The CITY will notify the Union at least thirty (30) days before any change is to happen. Selection of the carrier or carriers is a managerial prerogative not subject to the terms of this collective bargaining agreement.

F. Health Benefits/Worker's Compensation. The City is to pay the cost of Group Health Insurance while an employee is receiving worker's compensation. The City will also pay this cost while the employee is out of work with a non-work related disability after employee has used half of available sick days he/she has coming to them for a period of up to twelve (12) months. At no time is he/she required to use their last fifteen (15) days.

G. Retiree Health Benefits. Upon an Employee's retirement he/she shall be entitled to receive all of the then health care benefits provided by the CITY at the expense of the City of North Wildwood for the shorter of the following periods:

1. For a period of three (3) years or when he/she obtains other employment having comparable coverage to that provided by the CITY (once the job is obtained, the benefits terminate even if the employment terminates within three (3) years).

2. When an Employee becomes eligible for Medicare.

Retirement, for the purpose of this Article shall be consistent with the standards set for retirement by the New Jersey Public Employees Retirement System. Under no circumstances, however, shall any employee be entitled to retiree medical benefits without twenty-five (25) years of service in the City of North Wildwood.

Retirees entitled to benefits under this Section shall receive the same healthcare

benefits being received by the active current employees of the City NOT the benefits which are in effect when they retired.

An employee, upon retirement and at his own expense, shall be permitted to continue the comprehensive health benefit program.

H. Cost Contribution. All employees shall contribute to the cost of the Health Benefit Plan coverages in accordance with Tier 4 of P.L. 2011, Chapter 78, Pension and Health Benefit Reform Act, adopted June 2011.

I. Prescription Safety Eyewear. The City shall reimburse an employee for prescription safety eyewear up to \$100.00 every two (2) years.

ARTICLE VIII

HOURS AND WORKING CONDITIONS

A. The work week shall consist of seven (7) consecutive days beginning at 12:01 a.m. Saturday and ending at 12:00 midnight Friday. This shall not be construed and nothing in the Agreement shall be construed as a guarantee of limitation of the number of hours to be worked per day, per week or for any other period of time by employees covered hereunder. Work week shall normally be comprised of an either eight (8) hour work day and a forty (40) hour work week.

B. During the Summer Season from the Saturday of Memorial Day Weekend and ending the third Friday in September or on the Friday of the Irish Festival, whichever occurs later, the City may direct that a six (6) consecutive day rotating schedule be in effect for such positions as the City deems necessary. At no time will an employee be required to work seven (7) consecutive days, unless an emergency exists. During the Summer period, the employee's 'day off' will be scheduled to be either a Tuesday, Wednesday or Thursday, Once designated, the "day off" shall remain the same.

Effective during the Summer Season of 2017, from the Saturday of Memorial Day Weekend and ending September 30th or on the Wednesday following the Irish Festival, whichever occurs later, the City may direct that a six (6) consecutive day rotating schedule be in effect for such positions as the City deems necessary. At no time will an employee be required to work seven (7) consecutive days, unless an emergency exists. During the Summer period, the employee's "day off" will be scheduled to be either a Tuesday, Wednesday or Thursday.

Effective with the Summer Schedule in 2017, employees shall be compensated at one and one half times their regular rate of pay for all hours actually worked on a Saturday or Sunday

regardless of the amount of hours actually worked during the week. This shall only be in effect for the time period in which the Summer Schedule is in effect.

C. Overtime wages will not be paid unless the six (6) day schedule entails more than forty (40) hours. The City may request that an employee voluntarily work the seventh (7th) consecutive day in any week. In the event the employee agrees to work the seventh (7th) day, the employee shall be paid at double time for the hours actually worked during the seventh (7th) day. In the event of a storm event, the City may direct that an employee work the seventh (7th) consecutive day in any week in which event the employee shall be paid at double time for the hours actually worked during the seventh (7th) day.

D. Employees shall be entitled to two (2) fifteen (15) minute coffee breaks and one (1) thirty (30) minute lunch in every eight (8) hour shift. The City shall have the right to issue rules and regulations regarding when and how such break and the lunch period shall be taken by the employees. Only time actually worked during an overtime shift will be paid.

E. Stand-by Cell Phone:

1. Each employee designated to be on stand-by will be required to carry a cell phone during the stand-by period. If an employee is not called in on a holiday, he shall be entitled to three (3) hours of comp-time per day. Weekday or weekend stand-by, if not called in, shall be one (1) hour of comp-time per day.

2. If an employee is called in for non-scheduled overtime, he shall be guaranteed a minimum of three (3) hours compensation whether or not the three

hours are worked, except when the end of the call-in period coincides with the beginning of his/her regularly scheduled shift.

3. Any employee who wishes to have another employee cover their stand-by will have the employee sign a copy of attached Agreement, which will be approved by the Department of Public Works Department Head.

F. In the event that the Department of Personnel eliminates any job title, which is currently in the bargaining unit and workers are placed into either an existing job title or a newly created job title, the employer agrees to negotiate over the wage rate of the job title(s) in which workers are placed, if there is no wage rate to cover that particular title. Such negotiations will only be concerned with the wage rate for the newly created title and will have no effect on any existing rates in the salary scale. Additionally, in the event that two (2) or more existing job titles, which are currently paid at different rates are consolidated into one title, the pay rate of the highest rate job shall become the wage rate for the consolidated title.

G. The following form will be used for the assignment of Stand-by Time:

DATE: _____

I, _____, have agreed to cover the following stand-by time _____ for _____. I will be responsible for any call-outs during this period. I will use a beeper at all such times.

SIGNATURE

APPROVED BY:

DEPARTMENT OF PUBLIC WORKS DEPARTMENT HEAD *****

ARTICLE IX
OVERTIME AND COMPENSATORY TIME

Except as outlined in Article VIII regarding the summer schedule, all hours worked in excess of either eight (8) hours per day, or forty (40) hours per week shall be considered overtime and employees shall receive compensatory time off at the rate of time and one-half for each hour. However, no compensatory time shall be worked nor shall any compensatory time be given unless said compensatory time has been specifically authorized by the Department Head or other appropriate managerial executive prior to its being worked. Compensatory time shall be compensated in one-quarter (1/4) hour units, fractional portions being counted as a full quarter (1/4) hour. No compensation shall be made for an initial period of less than fifteen (15) minutes. Employees may be required to work in excess of the hours designated as the normal work week for their class title. The City shall distribute compensatory time as equitable as possible and in the best interest of the City. When practicable, compensatory time shall be held to within classification.

Employees shall use compensatory time off during the year in which it was earned, unless prohibited to do so by the City, in which event the denied compensatory time off can be carried forward to the next year. In no event shall any employee accumulate more than two hundred forty (240) hours of compensatory time as permitted under the FLSA. Effective December 1, 2012, all compensatory time must be used by employees prior to their retirement or other separation from employment with the City.

Compensatory time off must be taken upon approval of the City, but not less than four (4) hour increments. All employees shall submit requests for approval of the use of compensatory time off at least twenty-four (24) hours in advance.

An employee may cash in up to twenty-five (25) hours of accumulated compensatory time at his/her regular pay rate in each quarter of the calendar year.

It is acknowledged that provisions of the Fair Standards Act (FLSA) applies to the City and that the United States Department of Labor promulgates regulations governing compensatory time.. The City reserves the right to award compensatory time in lieu of monetary compensation for overtime worked and to establish rules and regulations concerning the monitoring of and use of compensatory time in order to comply with such regulations and to comply with FLSA generally.

The City agrees that each employee is to receive record of their available accumulated leave time (sick, vacation, compensatory time) on the employee's regular paystub.

ARTICLE X

NO STRIKE OR LOCKOUT PLEDGE

Neither the Union nor the employee of the employer shall interfere, instigate, promote, sponsor, engage in, or condone any strike or lockout. In the event that any person violates the terms of the no-strike clause, the public employer shall have the right to discharge or otherwise discipline such person. In the event that an arbitration proceeding is instituted, which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

The Union will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, slowdown, walk-out, or other job action against the City.

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 under the law.

The City agrees that it will not engage in a lock-out or other similar action because of any proposed changes in the Agreement or disputes over matters relating to the Agreement.

ARTICLE XI

VACATION/PERSONAL LEAVE

1. Annual Vacation Leave with pay for employees hired prior to the execution of this Agreement shall be earned at the rates set forth below:

- a. Up to one (1) year of service - one (1) working day's vacation for each month of service.
- b. After one (1) year and to the completion of eight (8) years of service twelve (12) working days vacation.
- c. After eight (8) years and to the completion of fifteen (15) years of service - fifteen (15) working days vacation.
- d. After fifteen (15) years and to the completion of twenty-two (22) years of service - twenty (20) working days vacation.
- e. After twenty-two (22) years and to retirement - twenty-five (25) working days vacation.

2. Annual Vacation Leave with pay for All New Hires employed after January 1, 2005 shall be earned at the rates set forth below:

- a. up to one (1) year of service - one (1) working day's vacation for each month of service;
- b. first full calendar year of employment up to the completion of ten (10) years of continuous service - twelve (12) working day's vacation;
- c. after ten (10) years up to the completion of twenty (20) years of continuous service - fifteen (15) working day's vacation;
- d. after 20 years and to retirement - twenty (20) working day's vacation.

Carryover of vacation days: Vacation not taken in a given year because of business demands shall accumulate and be granted during the next succeeding year only. Except that any employee

hired on or after January 1, 2013, shall in no event be permitted to carry more than an aggregate of ten (10) vacation days from prior years into the next succeeding year.

3. All vacation shall be granted by the City so far as practicable in accordance with the desires of the employee. Employees shall submit vacation requests at least one (1) month in advance. Preference for vacation time shall be given in order of seniority.

The City will give consideration to vacation requests unless the City determines that the request cannot be granted due to the safe and efficient operation of the department. In order to exercise seniority, vacation requests must be submitted prior to March 1st. The Department Head, or designee, will provide approval of vacation submitted prior to March 1st by March 31st.

After March 1st, vacation leave will be granted on a first come, first serve basis. Also, after March 1st vacation requests of three (3) days or less will require five (5) working days notice and requests for four (4) or more vacation days will require fifteen (15) working days notice.

No more than three (3) employees will be permitted off per week during the period beginning the Monday prior to Memorial Day Weekend through the first Monday in October. If during the months of November and December, more than six (6) employees request vacation during the same week, approval will be at the sole discretion of the City.

It is contemplated that an employee will not take their vacation one day at a time, however, they may do so up to a maximum of five (5) times per year with Department Head authorization.

Any employee who commences employment during the first fifteen (15) days of the month shall be credited with having worked a full month for the purposes of vacation computation. Any employee who commences employment between the sixteenth (16th) and twenty-third (23rd) day of the month shall be credited with one-half working day. Any employee who commences employment

on the twenty-fourth (24th) day of the month or later, shall not be credited with vacation leave for that month.

4. The City agrees to provide each employee with twenty-four (24) hours of personal leave time. Personal leave hours off shall be granted by the City upon prior request of the employee submitted to the Department Head and/or his designee. Such request will not be unreasonably denied unless emergency circumstances dictate otherwise. Personal leave hours are earned on a pro-rata basis. At the beginning of each calendar year, in anticipation of continued employment, the employee shall be credited with twenty-four (24) hours of personal leave time. An employee who leaves City service before the end of a calendar year, shall have his or her personal leave time hours prorated, based upon time earned. An employee shall reimburse the City for paid personal leave time hours used in excess at his/her prorated entitlement.

ARTICLE XII

CHECK-OFF, AGENCY SHOP, PAY DAY AND PAYROLL

If authorized voluntarily and in writing to the proper disbursing officer of the City, an employee subject to this Agreement who is a member of the Union may indicate his/her desire to have deductions made from his/her compensation for the purpose of paying usual, customary and uniform dues to the Union.

A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and approved by the City during the month following the filing of such card with the City.

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.

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken in making deductions and remitting the same to the Union, pursuant to this article.

Unless otherwise addressed by law, any written authorization required herein may be withdrawn at any time by the filing of a notice of such withdrawal with the above mentioned disbursing officer and deduction authorization cannot again be effected for a period of three (3) months.

The normal pay day for employees shall be on a bi-weekly basis to be paid every other Friday. Pay will be distributed at established locations for the various departments. Those employees who shall be on vacation on the normal pay day shall be paid on Thursday, upon request

in accordance with procedures of the Chief Financial Officer's Office. All New Hire Employees employed after the date of the execution of this Agreement shall be paid on a bi-weekly basis, to be paid every other Friday. Pay will be distributed through the City's established direct deposit system.

Compulsory deduction from payroll are as follows:

- a. Federal & State Withholding Tax
- b. F.I.C.A. (Social Security)
- c. Pension Deduction (if eligible)
- d. Contributory Deduction
- e. Unemployment Compensation Insurance

ARTICLE XIII

SICK LEAVE

1. Service Credit for Sick Leave. All employees shall be entitled to sick leave with pay specified hereunder.

a. Sick leave for purposes herein is defined to mean absence from duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position. Sick Leave may be used by employees who are unable to work because of:

1. Personal illness or injury.

2. Exposure to contagious disease.

3. Care for a reasonable period of time of a seriously ill member of the employee's immediate family. "Immediate family" is defined by N.J.A.C. 4A:1-1.3 as employee's spouse, civil union partner, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.

2. Amount of Sick Leave.

All employees shall be entitled to sick leave with pay as follows:

a. One (1) working day sick leave with pay for each month of service from the date of regular appointment up to and including December 31st next following such date of appointment.

b. Fifteen (15) working days sick leave with pay for each calendar year thereafter.

3. Reporting of Absence of Sick Leave.

If an employee is absent for reasons that entitle him to sick leave, his/her Department Head or Designee shall be notified by telephone or personal message left at the Public Works Department or its answering machines on or before 7:00AM.

Failure to notify his/her Department Head may be cause of denial of the use of sick leave for the absence and constitute cause for disciplinary action.

Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

4. Verification of Sick Leave. An employee who shall be absent on sick leave for five or more consecutive working days or totaling more than 15 days in one calendar year, may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the City. Furthermore, the City may require such an employee to be examined by a City-designated physician at the expenses of the City.

a. In case of a leave of absence due to exposure to contagious disease, a Certificate from the Department of Health shall be required prior to the employee's return to work.

b. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to work, 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/her normal duties and that his/her return will not jeopardize the health of other employees.

c. The City may adopt such other sick leave verification procedures as it may deem appropriate. Abuse of sick leave shall be cause for disciplinary action.

The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his credit from year to year. The employee shall be entitled to such accumulated sick leave with pay if and when needed. An employee who leaves employment for any reason during the calendar year shall reimburse the

employer for paid working days used in excess of his or her prorated and accumulated entitlement. Part-time permanent employees shall be entitled to sick leave as established by Department of Personnel regulations.

5. Service Associated Injury.

Whenever an employee in the classified Department of Personnel is disabled, as a result of illness or injury entitling said employee to Workmen's Benefits, he shall be entitled to a leave of absence with pay to be known as Service Associated Injury (S.A.I.) Leave (as differentiated from sick leave). Such leave shall be governed by the provisions of Ordinance #693 and applicable state statutes.

6. Retirement:

Once retirement notice is submitted and an employee is no longer working full-time, all accrual of sick and vacation time will cease.

At retirement, during the term of this Agreement, the City agrees to pay each employee an amount up to fifty (50) percent of all accrued and unused sick leave pay up to a maximum of \$10,000.

This supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half (2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual base compensation received during the last year of his/her employment, prior to the effective date of his/her retirement; provided, however, that no such lump sum supplemental compensation payment shall exceed Ten Thousand Dollars.

Payment shall be made promptly, if funds are available, but not later than one (1) month after the final adoption of the budget of the City of North Wildwood for the year succeeding the effective date of retirement of the employee.

ARTICLE XIV

HOLIDAYS

Employees shall be entitled to fourteen (14) holidays each year. Said Holidays will be:

New Year's Day
Martin Luther King, Jr. Day
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas

The actual date each Holiday will be observed will be designated by the Mayor on an annual basis. In the event of the death of a Blue Collar Worker, all compensatory time and vacation days shall be converted into cash, using the regular rate of pay and paid to the estate of the deceased.

When an employee is called upon to work on such designated holiday, he/she shall receive double compensatory time off for all hours actually worked on such holiday.

Holiday compensatory time shall not be allowed an employee unless he is working during the week in which the holiday falls, and is on the job and available for work his/her last full schedule work day before and his/her first full scheduled work day after the holiday, even though in different work weeks, except in case of proved illness or injury verified by a medical certificate or in the case of a pre-planned vacation or pre-planned personal day. In the event of an emergency situation

requiring the use of a personal day, the employer may require proof of the “emergency situation” giving rise to the necessity of the use of the personal day. In the event proof is not submitted or is insufficient, the City reserves the right not to compensate the employee for the holiday.

Should a designated holiday be observed on one of the employee's regularly scheduled basic work days within his/her normal working period while he/she is on vacation, said holiday shall not be counted as a vacation day.

Holidays which fall on a Saturday shall be celebrated on the preceding Friday, and holidays which fall on a Sunday shall be celebrated on the following Monday.

Holiday time shall apply to employees holding provisional appointment, pending examination for permanent employment but shall not apply to employees holding temporary emergency or seasonal positions.

Emergency closing by the City for public safety reasons such as weather emergencies are not considered to be additional holidays under this agreement.

ARTICLE XV

TIME TO ATTEND MEETINGS

Members of the bargaining unit who by mutual agreement between the Union and the City of North Wildwood, participate during working hours in conferences and meeting with the City which involve or derive from its collective bargaining agreement, shall suffer thereby no loss of pay. Members of the bargaining unit shall be allowed one-half (1/2) hour prior to and one-half (1/2) hour after the conference is over as excused time from their work assignment. They shall give their supervisor reasonable notice in advance of their desire to attend such meetings. It is understood, however, that except for the foregoing, nothing shall be done which shall interfere with the work of any city employees and/or department. Vacation days will be rescheduled if they coincide with city authorized meetings. The Union agrees to take all necessary steps to insure that this time is within reasonable limits.

ARTICLE XVI

LEAVE OF ABSENCE

A. GENERAL LEAVE OF ABSENCE.

1. Any employees desiring leave without pay for personal reasons shall make a request in writing to the CITY Administrator not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reasons for the leave and the time requested. The maximum amount of unpaid leave shall be six (6) months. An employee shall not be entitled to any Holidays payments for any Holiday that occurs during the leave of absence. Leaves may be granted or denied at the discretion of the Mayor and Council in their absolute discretion.

Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be grounds for discipline, up to and including discharge. Leaves shall be granted or denied in writing.

2. Employees returning from authorized Leaves of Absence as defined above will, insofar as possible as determined by the CITY, be restored to their original classification ,or equivalent at the then appropriate rate of pay with no loss of seniority or any other employee rights, privileges or benefits. In the event an employee who returns from an authorized leave of absence does not return to his/her original classification, in no event shall his/her rate of pay be less than his/her rate of pay when he/she left on the leave of absence.

B. MILITARY LEAVE.

1. Leave shall be granted to employees to fulfill the special military requirements of regular annual active duty (summer camp) for training with any reserve unit of the Army, Navy,

Marine Corps, Coast Guard, National Guard or Air Force. Voluntary training will not be compensated.

2. The existing Federal and State statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any employee in this bargaining unit.

C. FAMILY LEAVE ACT.

Eligible employees shall be granted leaves of absence under the Federal Family and Medical Leave Act and/or New Jersey Family Leave Act, as applicable. Employees should consult the City of North Wildwood Personnel Policy Manual to determine their eligibility for family leave. Any applicable leave time requested by any employee covered by this contract may be charged against Federal Family and Medical Leave Act and/or New Jersey Family Leave Act leave entitlements to the extent either or both of those statutes are applicable to the reason for which the leave of absence is granted.

D. RETURN FROM LEAVE OF ABSENCE.

An employee who has exhausted all accrued leave time such as vacation, sick leave and compensatory time and who is not on an approved Leave of Absence shall be subject to disciplinary action, including possible discharge from employment. An employee who has been granted an approved Leave of Absence and who fails to return to duty upon the expiration of the approved Leave of Absence shall likewise be subject to disciplinary action, including possible discharge from employment.

ARTICLE XVII

LONGEVITY

1. Employees employed as of the date on which salary increases have been paid under this Agreement shall receive longevity compensation which shall be computed at the rate of two (2) percent of the employee's current pay for every four (4) years of continuous unbroken service with a maximum limit of ten (10) percent at twenty (20) years.

<u>YEARS OF SERVICE</u>	<u>PERCENT OF ANNUAL SALARY</u>
4 to 8 years	2 %
8 to 12 years	4 %
12 to 16 years	6 %
16 to 20 years	8 %
20 years	10 %

2. All new employees employed after September 18, 2000 shall not receive Longevity compensation.

ARTICLE XVIII

WAGES

1. Effective January 1, 2020, all employees employed in the bargaining unit as of December 31, 2019 shall receive an increase of \$1,750 to be added to their base salary.
2. The annual wages paid are based upon a 2,080 hour work year.
3. Salaries for new employees who are hired after the signing of this Agreement shall be established by the City and shall be within the minimum and maximum of the Public Works Salary Ranges as set forth in the annual salary ordinance at the City of North Wildwood. The minimum and maximum salaries shall be attached to this Agreement as Exhibit "A" and made a part hereof.
4. The wage increase for 2020 shall be retroactive to January 1, 2020. In order to be eligible for retroactive pay under this Agreement, the employee must have been employed by the City on December 31, 2019 and must continue to be employed and on payroll at the time of execution of this Agreement.
5. Effective January 1, 2021, all employees shall receive an increase of \$1,500 to his or her base salary.
6. Effective January 1, 2022, all employees under this agreement shall receive an increase of \$1,500 to his or her base salary.
7. Effective January 1, 2023, all employees under this agreement shall receive an increase of \$1,500.

ARTICLE XIX

UNIFORM ALLOWANCE

The City shall provide an annual allowance of \$550.00 for maintenance and replacement of eligible items listed below:

Eligible Items:

Pants

Navy Work Pants
(Dickies LP856 Industrial Double Knee Pant)

Navy Flannel Lined Work Pants
(Dickies 2874)

Jeans, Dark Stone Color
(Carhartt B17)

Flannel Lined Jeans, Dark Stone Color
(Dickie 29-693)

Shorts

Navy Work Shorts
(Dickies LP542 Industrial Cargo)

Shirts

Light Blue Hi-Vis Short Sleeve Work Shirt
(Dickies VL100)

Light Blue Hi-Vis Long Sleeve Work Shirt
(Dickies VL101)

Sweat Shirt

Insulated Sweatshirt
(Carhartt J149 Navy)
(Carhartt J206 Hi-Vis)

Jacket

Carhartt Jacket
(When wearing a Carhartt Jacket a safety vest supplied by the City must be worn)

Bib Overall

Insulated Bib Overall, Duck Brown or Black
(Carhartt R02 Brown)

Boots

Wolverine Steel Toe Work Boot or equivalent
(1123) 6"
(1124) 8"

The list of eligible items may be revised at the discretion of the Department of Public Works Department Head.

The City shall annually designate the City's Supplier of Uniforms and each employee shall be entitled to purchase the eligible items up to the permitted allowance by charging the City's account.

The City will pay for work related damage to employee's eye glasses.

The City shall provide a soft-sided container for personal safety equipment. The list of the equipment will be promulgated by the Supt. of Public Works. The employees shall be responsible to maintain the bag on their person at all times during working hours or when called in to work.

Each employee shall wear the Uniform items listed above to work and shall maintain their uniforms in good and clean condition and failure to wear and maintain the uniforms shall be cause for disciplinary action.

The parties agree that the Management Committee will discuss the list of eligible uniform items. Nevertheless, final determination of the eligible uniform items shall be made by the City and the list of eligible uniform items may be revised by the Department of Public Works Department Head.

ARTICLE XX

PROMOTIONS AND PROMOTIONAL PAY

Subject to the approval of City Council or their designee, an employee, when he/she is promoted so as to assume additional responsibilities or duties, from one class title to another having a higher salary range, then his/her salary shall be increased to the minimum of the new range or as follows:

For employees earning between \$20,000 and \$34,999 by ten (10%) percent ;

For employees earning between \$35,000 and \$49,999 by seven and one half (7.5%) percent;

For employees earning \$50,000 or more by five (5) percent of his/her current base salary, which ever is higher.

The City Council or their designee shall determine what is a promotion and whether the employee is entitled to the Promotional Pay provided for above. All job classification determinations shall be done in accordance with the Civil Service's rules and regulations. The City Council or their designee shall base the determination upon the increased responsibilities and complexities of the additional duties. Neither an increase in the volume of the same type of work now being performed or length of service in a classification will be considered as a basis for promotion. Furthermore, a change in job classification, per se, is not necessarily a promotion. The determination of the City Council or its designee shall be subject to review.

Any employee who performs work in a higher paid title, which is outside of his or her personnel department description, shall be paid at the starting rate of the higher classification or given five (5%) percent of the employee's base daily wage, whichever is higher. This is for each day worked.

As of the signing of this Agreement, during the term of this Agreement, it is the City's intention to promote individuals within the bargaining unit based upon review and recommendations from the Department Head.

ARTICLE XXI

LOYALTY, EFFICIENCY, NO DISCRIMINATION

Employees of the City agree that they will perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the City and its interests; that they will cooperate with the City in promoting and advancing the welfare and prosperity of same at all times.

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, sexual orientation, gender preference, marital or civil union status, race, color, creed, national origin, political affiliation. Both the City and the Union shall bear the responsibility for complying with this provision of this Agreement.

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

The City agrees not to interfere with the rights of the employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the City or any City Representative against any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1986 as amended or this Agreement.

The Union recognizes its responsibility as a Bargaining Agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE XXII

DRUG/ALCOHOL-FREE WORKPLACE AND ALCOHOL TESTING

A drug-free and alcohol free workplace, free from use of non-medically prescribed controlled substances, is vital to the City, to the safety of our work place, to the productivity of our employees, and to the interests of the general public, as is an environment free of employees under the influence of alcohol.

The use, possession, sale or distribution of non-medically prescribed controlled substances or alcoholic beverages on City premises (including parking lots and recreation areas or in any City work environment) is prohibited. "Work environment" includes situations where an employee is representing the City whether on a citizen related call or participating in a business meeting off-premises. A violation of this provision of this drug and alcohol policy is not considered a medical issue and may result in dismissal from the City. This policy also prohibits employees affected by any non-medically prescribed controlled substances or under the influence of alcohol from City premises or other work environments. Consideration is given to the safety of any employee asked to leave our premises due to an impairment (e.g. ability to drive, etc.).

The City reviews employees' off-the-job drug-related or alcohol-related incidents such as arrests for use, possession, sale or distribution of drugs to make a determination if the incident could result in an adverse or potentially adverse impact to the City and/or to our employees. The results of the review will determine the appropriate course of action for the City to take including dismissal, rehabilitation or other actions.

In appropriate circumstances, the City may require employees suspected of being under the influence of drugs and/or alcohol to submit to drug and/or alcohol testing. Drug and/or alcohol testing will only be required and administered in accordance with the provisions of Federal and State

law. The City Administrator will consult with the Union Shop Steward prior to the City requiring an employee to submit to drug and/or alcohol testing unless emergency circumstances exist which do not permit adequate time for such consultation. Further, the City shall have the right to require all employees to be subject to random drug testing as required for employees with a Commercial Drivers License (CDL). Employees suspected of being under the influence of alcohol shall be subject to testing under the same standards as are applied to CDL testing of employees, including standards established for determining whether an individual is under the influence of alcohol.

In the event an employee tests positive for use of illegal drugs or for being under the influence of alcohol, that employee will be referred to the City's Employee Assistance Program for counseling and/or treatment, as appropriate. Upon a second positive test result for the use of illegal drugs or being under the influence of alcohol, the employee will be terminated.

ARTICLE XXIII

SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operation of law and/or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect.

Any specific or general provision of this Agreement notwithstanding, wherever a provision of this contract is determined to be in conflict with the Department of Personnel of the State of New Jersey, or with rules, regulations or procedures thereunder, the Department of Personnel's regulations, rules and procedures shall be controlling.

This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

ARTICLE XXIV

FULLY BARGAINED PROVISIONS

The parties acknowledge that this Agreement represents and incorporates the complete and final understanding and settlement of the parties on all bargainable issues which were or could have been subject to negotiations, and that all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement, as established by the city's administrative procedures, practice or past practice shall be interpreted or applied so as to enlarge or otherwise conflict with the express terms of this Agreement.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This document constitutes the sole and complete agreement between the parties and embodies all of the terms and conditions governing the employment of employees in the Union.

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which is (or may be) subject to collective bargaining.

The parties agree to enter into collective bargaining negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than December 15th of the calendar year during which this Agreement expires. Any agreement negotiated shall be reduced to writing, and be submitted for ratification by the Union and approved by the City. If ratified and approved, it shall be signed by the parties.

ARTICLE XXV

MISCELLANEOUS

Bulletin Boards:

The City agrees to furnish a bulletin board to be used exclusively by the Association for the posting of notices relating to the Association Meeting and official business only.

The Association agrees to limit its posting of notices and bulletins to such bulletin board.

All bulletins or notices shall be signed by a local association officer or his/her designee.

Extra Contract Agreement:

The City agrees not to enter into any other agreements or contract with bargaining unit members who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

Lay-offs:

The City may layoff an employee for purposes of efficiency or economy or other valid reasons requiring a deduction in the number of employees in a given class. When a layoff is imminent, the City will notify the association and all applicable Civil Service rules will be followed.

Probationary Period:

New employees shall serve a probation period of three (3) months. During this probationary period, they shall be paid as qualified first year employees. For the purpose of seniority and longevity, the original date of hire should be used.

Transfers:

Transfers can be made from one position to another in the same job title in another organizational unit. Transfers will be made with the approval of the Department Head involved and the Mayor or his/her designee.

Voting:

The employer agrees to permit any voting for the purpose of ratification of this Agreement, and any successor Agreement hereto during normal working hours at such times as may least interfere with normal work operations.

Outside Employment:

Employees shall be entitled to engage in outside employment during off-duty hours provided that such employment does not conflict with his/her employment responsibilities as an employee of the City of North Wildwood.

Discipline:

All disciplinary action, including suspension, taken against any employee shall be done in accordance with the Department of Personnel's rules and regulations. In cases where the Department Head deems the suspension of an employee to be an immediate necessity for the safety of the public or the welfare of the City, he shall submit a report explaining such action to the governing body and the Union. A copy of said report shall be given immediately to the employee.

Safety Committee:

The parties shall establish a safety committee to meet at least twice per year to discuss safety concerns. Nevertheless, anytime an employee has a safety issue, the employee shall report same to the Superintendent or his designee immediately.

Attendance at Court:

If an employee is required to appear in court on City related business, he/she is expected to be dressed in a suitable fashion and said employee shall suffer no loss in pay during the working hours.

ARTICLE XXVI

FAIR LABOR STANDARDS ACT

It is acknowledged that commencing on April 15, 1986 the City may be required to comply with the provisions of the Fair Labor Standards Act and the regulations promulgated thereunder as they relate to employees covered by this Agreement. The City reserves the right to take appropriate action to insure such compliance, including but not limited to:

1. The exercising of any election or option available to it under the Fair Labor Standards Act or Regulations;
2. The awarding of compensatory time in lieu of monetary compensation for overtime;
3. Establishing procedures to monitor and control hours worked and overtime;
4. The crediting of any overtime payments made pursuant to this Agreement against any overtime obligation incurred under FLSA;
5. Establishing such rules and regulations as may be necessary to insure compliance with the provisions of FLSA.

ARTICLE XXVII

DEFINITIONS

The following words and terms, when used in this Agreement, shall have the following meaning, unless the contents clearly indicate otherwise:

PERMANENT EMPLOYEE:

An employee who has acquired Civil Service permanent status in his/her position after the satisfactory completion of a working test period.

PERMANENT STATUS:

The attainment of tenure and rights resulting from the regular appointment and successful completion of the working test period.

WORKING TEST PERIOD OR PROBATIONARY PERIOD:

A part of the testing process which consists of a trial working period after regular appointment during which time the work performance and conduct of the appointee is evaluated to determine if he/she merit permanent status.

PROVISIONAL APPOINTMENT:

Means the appointment to a permanent position pending the regular appointment of an eligible person from a special re-employment, regular re-employment, or employed list.

TEMPORARY APPOINTMENT:

Employment during a period of emergency or in a temporary position.

GRANT EMPLOYEES:

Any person or persons who are employed by the City of North Wildwood to fill positions funded wholly or in part by the State of New Jersey, United States Government, or any other

recognized grant funding source. Wages and benefits to be provided to grant employees shall be determined by the terms and conditions of the grant.

SEASONAL EMPLOYEES:

Any person employed for under six (6) months whose position is made necessary by the population increase associated with the city's status as a resort community and associated service demands. Seasonal employees may serve any time between May 1st and October 31st.

ARTICLE XXVIII

PUBLIC WORKS SALARY RANGES

The City shall supply to the Union a list of the job titles and salary ranges (minimum and maximum) for each title covered by this Contract with the understanding that the list of job titles and salary ranges does not prevent the governing body of the City from adopting a Salary Ordinance that may increase the salary range of a particular job title without the necessity of negotiating that change with the Union.

ARTICLE XXIX

MANAGEMENT COMMITTEE

There is hereby established a Management Committee, comprised of two (2) members of the bargaining unit – as shall be the case with any successor negotiations of a bargained union agreement – the Director of Public Works and the City Administrator. The Management Committee shall meet from time to time, on an “as needed” basis, to discuss the application of the terms and conditions of this agreement, including uniforms, as well as the conditions of work and any issues or problems arising there from.

ARTICLE XXX

ON CALL

For all departments, the Department Head, or his designee, may assign one (1) employee to be “on-call” for a one week (7 days) period and the employee shall carry a pager for the duration of that week. An employee who is assigned to be “on-call” shall receive eleven (11) hours of pay, at the employee’s normal hourly rate, for every one week period the employee is required to be “on call”. Employees assigned to be “on-call” are expected to be responsible for all calls during the period they are in that assignment and shall respond to a call within thirty (30) minutes of the time in which the call is received. Employees who fail to respond to a call or fail to report within thirty (30) minutes may be subject to discipline. The “on-call” assignment shall be for a period of one week and shall rotate among the employees in the department with the rotation to be determined by the Department Head or his designee. Employees shall have the ability to “swap” on-call weeks with prior approval of the Department Head or his designee.

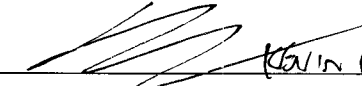
ARTICLE XXXI

DURATION OF CONTRACT

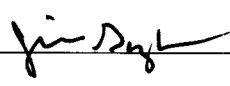
This Agreement shall be in full force and effective as of January 1, 2020 and shall remain in effect to and including December 31, 2023 without any re-opening date. This Agreement shall continue in full force and effective from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred and fifty (150) days, or no later than ninety (90) days prior to the expiration date of this agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these present to be properly signed and the proper seals to be affixed hereto in the City of North Wildwood, New Jersey, on this 31st day of December, 2019.

UNITED PUBLIC SERVICE
EMPLOYEES UNION:



Kevin Egan
President




THE CITY OF NORTH WILDWOOD
NEW JERSEY



Mayor Patrick Rosenello



Ronald Simone, City Administrator



W. Scott Jett, City Clerk

EXHIBIT "A" - PUBLIC WORKS SALARY RANGES

PUBLIC WORKS SALARY RANGES

CLASS ONE	\$24,000	-	\$45,000
Laborer			
CLASS TWO	\$26,000	-	\$50,000
Maintenance Repairer			
Mechanic Helper			
Public Works Repairer			
Traffic Maintenance Worker			
Electrician Helper			
Carpenter Helper			
CLASS THREE	\$27,000	-	\$60,000
Carpenter			
Sr. Public Works Repairer			
Sewer Repairer			
CLASS FOUR	\$29,000	-	\$65,000
Electrician			
Equipment Operator			
Mechanic			
Traffic Maintenance Worker/Electrician			
CLASS FIVE	\$33,500	-	\$70,000
Heavy Equipment Operator			
Sr. Carpenter			
Sr. Mechanic			
Sr. Sewer Repairer			
Sr. Traffic Maintenance Worker/Electrician			
CLASS SIX	\$36,000	-	\$70,000
Sr. Electrician			

EXHIBIT "B"

Evaluations and Incentives.

The Superintendent, or his designee, shall conduct an evaluation of each employee's performance each year. Between November 15 and December 15 of each year, each employee shall be required to review the evaluation with the Superintendent or his designee. The employee may choose to have a union representative present when reviewing the evaluation. Upon receiving a positive evaluation, the employee shall be eligible for a one-time adjustment in salary of \$1,500 to be effective the January following the evaluation.

In the event the employee disagrees with the evaluation finding, he/she shall have the opportunity to appeal the evaluation to the City Administrator within 5 business days of receiving the negative evaluation. The City Administrator shall review the evaluation with the Superintendent and the employee and shall issue a final determination. The determination of the City Administrator shall be final and binding.

Incentive pay shall not be provided in any year where an employee receives a promotion. Also, the employee must serve one full year in a title in order to receive incentive pay for the following year.

This program shall be in effect beginning January 1, 2021. The program shall be in effect for two (2) years only. Thereafter, evaluations will continue to be performed, however, the salary adjustment shall no longer apply.

The City shall develop an evaluation form to be utilized for all employees in this unit.