

1076

AGREEMENT

BETWEEN

CITY OF NORTH WILDWOOD, NEW JERSEY

AND

LOCAL 1044, C.W.A.

JANUARY 1, 1995 THROUGH DECEMBER 31, 1996

PARKS AND RECREATION DEPARTMENT

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PREAMBLE

This "Agreement" dated this 29<sup>TH</sup> day of SEPT., 1995 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 Local 1044, C.W.A., 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

It is the intention of the parties that this Agreement be construed in harmony with the rules and regulations of the Civil Service Commission, the New Jersey Public Employment Relations Act, as amended (N.J.S.A.34:13A-1 et. seq., the Statutes of the State of New Jersey and the resolution or rule and regulations of the City of North Wildwood). Where any resolution or rule and regulation or part thereof of the City or its various departments is inconsistent with any term or condition of this Contract, the express term and condition of this Contract shall prevail and supercede said inconsistent resolution, rule, regulation or part thereof.

The City hereby recognizes the Union as the sole and exclusive representative for collective negotiations concerning salaries, wages, grievances, and other terms and conditions of employment for all full-time and permanent part-time Blue Collar employees of the Parks and Recreation Department of the City of North Wildwood, specifically excluding all seasonal employees and all police and fire personnel and confidential employees, clerical personnel, supervisors, and managerial executives within the meaning of the Public Employment Relations Act, as determined by the City. Permanent part-time employees are those regularly scheduled to work twenty (20) hours or more per week.

**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 steps are waived by mutual consent:

1. The grievance must be presented in writing within five (5) working days or from its occurrence in quadruplicate to the Shop Stewart, who in turn shall forthwith file one (1) copy with the Mayor or his designees, one (1) copy with the Department Head, and one (1) copy with the Immediate Supervisor of the aggrieved employee. Failure to file his grievance in writing as foresaid shall bar the employee from any right to proceed further with any grievance.

STEP I: Between the aggrieved employee and his Supervisor. If no satisfactory agreement is reached within five (5) working days, the Union may submit the grievance, in writing, to the second step within five (5) working days from the verbal answer.

STEP II: Between the aggrieved employee, Shop Stewart, and Supervisor. If no satisfactory agreement is reached within five (5) working days, the Union may submit the grievance, in writing, to the third step within five (5) working days from the second step answer.

STEP III: Between Union Officials, Shop Stewart, and Department Head of the respective division. If no satisfactory agreement is reached within ten (10) working days, the Union may submit the grievance, in writing, to the fourth step within ten (10) working days from the third step answer.

STEP IV: Between Union Officials, Shop Stewart, Grievant, and the Mayor's designee. If no satisfactory agreement is reached within ten (10) working days, the matter may be referred to arbitration by the City or the Union, within thirty (30) days of the fourth step answer.

2. Either party may request the New Jersey Public Employment Relations Commission to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from or modify any of the terms of this Agreement. The decision shall be advisory only after five (5) binding arbitrations. Any fees or administrative charges for the arbitrator shall be borne equally by the parties.

Authorized representatives of the Union, whose names shall be filed in writing with the Mayor or his designee, shall be permitted to visit the City's facilities or the office of the City 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 visit. Except in emergency, at least eight (8) hours in advance notice must be given. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations. The Shop Stewart will have two (2) hours to conduct investigations and shall suffer no loss of pay.

3. Unless extended by mutual agreement in writing, the failure to observe time limits herein shall constitute abandonment of the grievance, and settlement on the basis of the last City answer. Any delay in processing of agreement caused by the management or Union shall not constitute abandonment of the grievance.

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

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

b) would require an arbitrator to consider, rule one, 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;

v) involves violations of State Laws and Regulations.



5. Effective January 1, 1995 the parties agree that the Union may elect to designate five (5) 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 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.

6. Employee minor disciplinary letters contained in any personnel file, such as for tardiness and other very minor violations, shall be removed after twelve (12) 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 purposes of maintaining order, safety, and/or the effective and efficient operation of the work for the City.

ARTICLE IV

SAFETY

1. 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 Safety Committee composed of two (2) representatives, each from the Management and the Association shall be created which shall meet quarterly for the purpose of discussing conditions and making recommendations for their improvement when appropriate.

The City shall make hard hats and safety glasses available for use when such items are reasonably necessary in order to insure safety and health. Steel-toe work shoes, made available as part of the clothing allowance in Article XIX, will be worn when reasonably necessary.

2. All full time Blue Collar Workers who wish to receive the Hepatitis B shots, and preventive poison shots will receive them at city expense.

**ARTICLE V**  
**JURY DUTY**

A regular employee who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the City the difference between his job rate for either eight (8) hours and the daily jury fee, 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 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**

Employees shall be granted time off without loss of pay for the following:

a) immediate family shall consist of spouse, 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 four (4) days. This time is not to be deducted from any other benefits.

ARTICLE VII  
INSURANCE, HEALTH AND WELFARE

The City shall provide a comprehensive health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees, and all of the benefits which are currently included in the health benefit program at the date of the Agreement for members and his family.

The City shall continue to provide dental insurance for the individual member and his family at the level of benefit that is in effect at the date of the Agreement.

The City shall provide a co-pay prescription plan for the individual and his family. The co-payment to be determined by the City shall be a maximum of five (\$5.00) dollars per prescription for brand name products. There shall be no co-payment for any and all generic products.

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

The City, at its sole discretion, retains the right to select and change insurance carriers during the term of this Agreement. Selection of the carrier or carriers is a managerial prerogative not subject to the terms of this collective bargaining agreement.

The City will develop, if practicable, administrative procedures which will permit employees to elect to receive medical coverage from an approved HMO, if available. In no event, however, shall the City make an HMO payment for any employee greater than the payment which would otherwise be made to the City's healthcare insurance carrier for the hospitalization coverage provided under this Agreement. Accordingly, employees electing to participate in an HMO will be required to contribute the difference in the cost for such participation.

The City to pay cost of Group Health Insurance while an employee is receiving workmen's compensation.

NOTE: Any Parks & Recreation employee who requests not to be covered with the City's Health Insurance shall receive \$2,000.00 per year, to be paid in November.



ARTICLE VIII  
HOURS AND WORKING CONDITIONS

The work week shall consist of five (5) consecutive days beginning at 8:00 a.m. Monday and ending at 5:00 p.m. 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 be comprised of an eight (8) hour work day and a forty (40) hour work week.

Employees shall be entitled to one (1), thirty (30) minute coffee break for every eight (8) hour shift and the practice of granting a lunch period shall continue. 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.

Emergency Overtime:

If an employee is called in for non-scheduled overtime, he shall be guaranteed a minimum of two (2) hours compensation whether or not the two hours are worked, except when the end of the call-in period coincides with the beginning of his regularly scheduled shift.

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.

ARTICLE IX  
COMPENSATORY TIME

All work performed in excess of either eight (8) hours per diem, or forty (40) hours per week shall be considered overtime and shall receive compensatory time off at the rate of time and one-half for each hour worked. If an employee works on the second unscheduled day of the work week, the rate shall be at double time. 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 equitably as possible and in the best interest of the City. When practicable, compensatory time shall be held to within classification.

Compensatory time off must be taken upon approval of the City, but not less than four (4) hour increments.

An employee may cash in up to forty (40) hours of accumulated compensatory time at his regular pay rate in each calendar year.

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

It is acknowledged that provisions of the Fair Standards Act (FLSA) shall apply to the City and that the United States Department of Labor is to promulgate regulations governing such application prior to that date. 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 an 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 sick days, compensation time and vacation days on a quarterly basis. Reports will be given in the last pay of March, June, September and December.

ARTICLE X  
NO STRIKE OR LOCKOUT PLEDGE

Neither the Union nor the employee or 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.

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

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.

ARTICLE XI  
VACATION

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Annual Vacation Leave with pay shall be earned at the rates herein provided:

(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 ten (10) years of service twelve (12) working days vacation.

(c) After ten (10) 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-five (25) years of service - twenty (20) working days vacation.

(e) After twenty-five (25) years and to retirement - twenty-five (25) working days vacation.

All vacation shall be granted 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. NO VACATIONS MAY BE TAKEN FROM JUNE 15TH THROUGH SEPTEMBER 15TH EXCEPT FOR A SPECIAL EXTRAORDINARY REASON AND SUFFICIENT PRIOR NOTIFICATION TO SUPERINTENDENT AND SUPERINTENDENT GRANTING SUCH REQUEST. NO MORE THAN THREE (3) DAYS AND NOT TO BE USED WITH ANY OTHER TIME OFF.

Two (2) Personal days may be used each year between June 15th and September 15th. One (1) additional personal day may be taken between September 10th and June 14th. Personal days are granted on a calendar year basis and are earned on a pro-rata basis throughout the year.

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 on the sixteenth (16th) day of the month or thereafter shall not be credited with working said month for the purpose of vacation computation.

ARTICLE XII  
CHECK-OFF, AGENCY SHOP, PAY DAY  
PAYROLL AND SAVINGS BONDS DEDUCTIONS

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 desire to have deductions made from his 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.

In addition, pursuant to N.J.S.A. 34:13A-5.5, the City agrees to deduct from the salaries of its employees subject to this Agreement, but not members of the Union, a representation fee in lieu of dues for services rendered by the majority representative in an amount equal to 85 percent of the regular membership dues, fees and assessments paid by member of the Union, less the cost of benefits financed through the dues and assessments paid by members of the Union, less the cost of benefits financed through the dues and assessments and available to and benefitting only members of the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 52:14-15.9e), as amended. Said monies, together with records of any corrections shall be transmitted to the Union office during the month following the monthly pay period in which deductions were made. Implementation of a payroll deduction for a representative fee will commence with a notification from a Shop Stewart or Union Official, but not to exceed thirty (30) days from date of the notice.

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 agrees to furnish the City with a copy of its "demand and return system", which must be established and maintained by the Union in accordance with the law.

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.

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 Comptroller's Office.

The City reserves the right to administer weekly payroll deduction plans for savings bonds in accordance with such rules as may be issued by the Comptroller-Treasurer of the City of North Wildwood.

Compulsory deductions 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

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

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.

If any such employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year and he shall be entitled to such accumulated sick leave with pay, if and when needed. The total of years of service of an individual employee, after temporary appointment pending examination, with appointment later made permanent in the Classified Department of Personnel of the City of North Wildwood, both prior and subsequent to the adoption of the Department of Personnel.

Sick Leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee.

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.

Retirement:

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

Reporting of Absence of Sick Leave:

If an employee is absent for reasons that entitle him to sick leave, his Department Head or Designee shall be notified by telephone or personal message at 8:00 A.M. or other beginning hour of work for his position.

Failure to notify his 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.

Verification of Sick Leave:

Sick leave for a period greater than five (5) days or totalling more than fifteen (15) days in one (1) calendar year, shall be granted only on the certificate of the department physician or a reputable physician, in which it is certified that the leave requested is within the provisions of the statutes and these rules, except that sick leave claimed by reason or quarantine or exposure to contagious disease may be proved on the certificate of the local department of health, and in case of death in family, upon such proof as the Department Head shall require.

The City may require proof of illness of an employee on sick leave. Abuse of sick leave shall be cause of disciplinary action.

The City may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, (at the expense of the city), by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

At retirement, 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.

0 - 9 YEARS	00 PERCENT	20 YEARS	37 PERCENT
10 - 14 YEARS	10 PERCENT	21 YEARS	40 PERCENT
15 YEARS	20 PERCENT	22 YEARS	43 PERCENT
16 YEARS	25 PERCENT	23 YEARS	46 PERCENT
17 YEARS	28 PERCENT	24 YEARS	49 PERCENT
18 YEARS	31 PERCENT	25 YEARS	50 PERCENT
19 YEARS	34 PERCENT		

This supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half (1/2) 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 employment, prior to the effective date of his 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 at least fourteen (14) holidays each year. Further, in the event the City grants more than fourteen (14) holidays to Non-Union City Employees, employees hereunder shall likewise be granted such additional holiday:

Holiday compensatory time accrued on Memorial Day and Independence Day may be used at any time, including the non-vacation period of June 15th through September 15th.

Holidays will be designated by the Mayor on an annual basis. In the event of the demise 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 shall receive double compensatory time off for all hours 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 last full scheduled work day before and his first full scheduled work day after the holiday, even though in different work weeks, except in case of proven illness or injury substantiated by a medical certificate.

Should a designated holiday be observed on one of the employee's regularly scheduled basic work days within his normal working period while he 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 compensatory 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 closings by the City for public safety reasons such as weather emergencies are not considered to be additional holidays under this agreement.

The City agrees to issue boat ramp boat permits to any Parks & Recreation employee who owns a boat. They must show registration of ownership. The City also agrees to issue 4-wheel drive truck permits for beach use. Registration must be in employee's name.

The City and C.W.A. Local 1044 agrees no compensation will be paid to workers who do not own either a boat or 4-wheel drive truck.

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 meetings 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 ( $\frac{1}{2}$ ) hour prior to and one-half ( $\frac{1}{2}$ ) 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.

The City will consider a written request for the necessary and reasonable time off, up to a maximum of seven (7) days annually, without discrimination or loss of seniority rights or loss of pay, to not more than one (1) employee annually designated by the Union to attend a labor convention or serve in any capacity on other official Union business. Length of time off and reason must be specified. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the employee receiving preliminary notice of disciplinary action (C.S. 31A).

ARTICLE XVI  
LEAVE OF ABSENCE

General Leave:

Any permanent employee desiring leave without pay for personal reasons shall make a request in writing to the Head of the Department in which he is employed, 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. Leaves may be granted or denied at the discretion of City Council or their designee who shall review all recommendations for leave of absence as submitted by the Department Head.

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 the leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

Maternity Leave:

1. With pay: Permanent employees shall be entitled to utilize any accumulated sick leave during the time prior to the expected date of childbirth and for one (1) month thereafter upon presentation of a doctor's certification and approval of the Department Head. The City may consider granting, in extenuating circumstances, additional use of sick leave not to exceed two (2) months upon presentation of a doctor's statement setting forth the necessary therefore. Employees who have accumulated vacation leave and/or compensatory time may use such time for maternity purposes.

2. Without pay: Permanent employees who have no earned or accumulated vacation leave, sick leave or compensatory time may be granted a leave of absence for maternity purposes prior to the expected date of childbirth and for one (1) month thereafter upon presentation of a doctor's certification.

Leaves may be granted or denied at the discretion of the Mayor or his designee, who shall review all recommendations for leave of absences as submitted by the Department Head.

Therefore, the leave of absence would require a certification from the employee's physician as to the length of time the employee is required to be on said leave of absence without pay, which in no case will be granted for more than one (1) month period after the expected date of childbirth. In extenuating circumstances, additional leave of absence without pay not to exceed two (2) months will be granted upon presentation of the doctor's statement setting forth the necessary therefore.



ARTICLE XVII  
LONGEVITY

Employees 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%

Longevity is to be held only on an employee's base salary. Longevity payments will be computed only on base salaries and will not reflect any overtime work by any Blue Collar worker.

ARTICLE XVIII

WAGES

THE PROPOSED SALARY SETTLEMENT WITH C.W.A. LOCAL 1044 PARKS AND  
RECREATION WILL BE AS FOLLOWS:

4% PER MAN INCREASE FOR 1995

4% PER MAN INCREASE FOR 1996

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JAMES G. NICOLA  
CHIEF FINANCIAL OFFICER

ARTICLE XIX  
UNIFORM ALLOWANCE

For the calendar years 1995 and 1996, the City shall provide an annual allowance of four hundred dollars (\$400.) for maintenance and replacement of eligible items listed below.

First Year Only.

Eligible Items:

- a) One (1) pair of steel-toe shoes
- b) Summer shirt and trousers
- c) Winter shirt and trousers
- d) Summer and Winter Jackets
- e) Summer hats
- f) Winter hats

The list of eligible items may be expanded at the discretion of the Department Supervisor.

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

ARTICLE XX  
PROMOTIONS AND PROMOTIONAL PAY

All employees who are not at the top of their job title salary range shall be afforded the opportunity at the time of their evaluation, which is to be performed on their Anniversary date to be reviewed for possible upgrade within their salary range. Employees must notify the Parks and Recreation Director and sign both requests. If the employee merits upgrading in their salary range, the minimum increase will be a minimum of two (2%) percent and a maximum of seven (7%) percent of base salary. The review board will consist of the following: Parks and Recreation Superintendent, and one delegated representative from Parks and Recreation. The Board's decision will be sent to the City Administrator for approval by City Council. City Council's decision shall be rendered within thirty (30) days.

Any employee who performs work in a higher paid title, for more than five (5) consecutive days of his or her personnel department description, shall be paid five (5%) percent of the employee's base daily wage.

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, marital 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  
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 XXIII  
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 XXIV  
MISCELLANEOUS

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 lay off 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 Department of Personnel 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 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 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.

**ARTICLE XXV**  
**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 XXVI  
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 Department of Personnel permanent status in his 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 1st.

ARTICLE XXVII  
DURATION OF CONTRACT

This Agreement shall be in full force and effective as of January 1, 1995 and shall remain in effect to and including December 31, 1996 without any re-opening date. This Agreement shall continue to 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 29<sup>th</sup> day of September, 1995.

FOR THE UNION COMMUNICATIONS WORKERS  
OF AMERICA LOCAL 1044:

John Lazzarotti  
JOHN LAZZAROTTI, PRESIDENT

Thomas Burr  
THOMAS BURR, C.W.A. REPRESENTATIVE

Florence Mc Namara  
FLORENCE MCNAMARA, STAFF  
REPRESENTATIVE

Ed Roseman  
ED ROSEMAN, NEGOTIATOR

Steve Stankiewicz  
STEVEN STANKIEWICZ, NEGOTIATOR

FOR THE CITY OF NORTH WILDWOOD,  
NEW JERSEY:

Mayor Aldo A. Palombo R.P.  
MAYOR ALDO A. PALOMBO, R.P.

D. Robert Neal  
D. ROBERT NEAL, CITY ADM.

Jane A. Parson  
JANE A. PARSON, CITY CLERK