

300

AGREEMENT

BETWEEN

CITY OF NORTH WILDWOOD, NEW JERSEY

AND

COMMUNICATION WORKERS OF AMERICA, AFL-CIO

JANUARY 1, 1999 THROUGH DECEMBER 31, 2001

sw Af

INDEX

	Preamble	1
I	Association Recognition	1
II	Grievance Procedure and Arbitration	2
III	Management Rights	7
IV	Safety	9
V	Travel Allowances	10
VI	Jury Duty	10
VII	Bereavement Leave	11
VIII	Insurance, Health and Welfare	12
IX	Hours and Working Conditions	15
X	Compensatory Time	17
XI	Training Fee	19
XII	No Strike or Lockout Pledge	19
XIII	Vacation	20
XIV	Check-off, Agency Shop, Pay Day, Payroll and Savings Bonds Deductions	22
XV	Sick Leave	25
XVI	Holidays	28
XVII	Time to Attend Meetings	30
XVIII	Leave of Absence	31
XIX	Longevity	33
XX	Wages	34
XXI	Uniform Allowance	36
XXII	Promotions and Promotional Pay	37
XXIII	Loyalty, Efficiency, No Discrimination	39
XXIV	Drug/Alcohol-Free Workplace and Alcohol Testing	40
XXV	Severability	42
XXVI	Fully Bargained Provisions	43
XVII	Miscellaneous	44
XXVIII	Fair Labor Standards Act	46
XXIX	Definitions	47
	Salary Ranges	48
XXX	Duration of Contract	49

PREAMBLE

This Agreement dated this _____ day of July, 1999 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 Communications Workers of America, AFL-CIO, 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

SLS
AK

express term and condition of this Contract shall prevail and supersede 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 Public Works 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 Steward, 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 aforesaid 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 Steward 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.

STEP III. Between Union Officials, Shop Steward 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 Steward, 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.

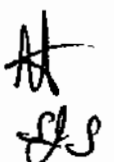
Authorized representatives of the Union, whose names shall be filed in writing with the Mayor or his designee, shall be permitted to visit the City's facilities or the office of the City Administrator for the purpose of processing grievances. Any duly authorized representatives of the Union designated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

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 of right if 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 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;
 - 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 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 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 purpose 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 three (3) 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.

Blue Collar Workers assigned to the Sewer Collection System Crew shall be entitled to a health check-up, including a blood

test and chest x-ray at the expense of the employer, one (1) time annually during a contract. Blue Collar employees at the City Garage shall be entitled to a chest x-ray at the expense of the City one (1) time during each year.

2. All full time Blue Collar Workers who wish to receive the Hepatitis B shots, will be given at City expense.

ARTICLE V

TRAVEL ALLOWANCES

A. Per Diem Meal and Lodging Expenses:

The City agrees to reimburse on a per diem basis as established by the rules and regulations of the Mayor or his designee, employees who are eligible for travel expenses, for their actual and necessary expenses incurred while in travel status in the performance of their official duties for hotel, lodging, meals and incidental expenses related thereto for a full day at rates not to exceed a total of Fifty (\$50.00) dollars per day.

B. Mileage Allowance:

The maximum mileage allowance rate will be eighteen (\$.18) cents per mile.

ARTICLE VI

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 PM, 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 VII

BEREAVEMENT LEAVE

1. Employees shall be granted time off without loss of pay for the following deaths:
 - 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.
 1. maximum time off for any one occurrence shall be four (4) days. This time is not to be deducted from any other benefits.

b. Aunt, uncle, spousal relationship and first cousins.

1. maximum time off for one occurrence shall be one (1) day. This time is not to be deducted from any other benefits.

2. All New Hire Employees hired after the date of the execution of this contract shall use unused Sick Leave for Death in the employee's family in place of the provisions set forth above in Section 1 of this Article VII.

ARTICLE VIII

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 this 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 prescription for brand name drugs. There shall be no co-payment for any and all generic drugs.

Effective January 1, 2001, the Co-payment for the Prescription Plan shall become \$5.00 for generic drugs and \$10.00 for brand name drugs.

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 managerial prerogative not subject to the terms of this collective bargaining agreement. However, whenever the City determines that it shall change the health care carrier, provider or Administrator, two (2) months advance notice will be given to the Union, together with a copy of the proposed contract with the new carrier, provider or Administrator.

After twenty seven (27) years of service and upon retirement, an employee shall be entitled to continue the comprehensive health benefit program for a period of up to three (3) years or to the age of sixty five (65), the time of receiving Medicare, whichever comes first at the expense of the City.

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 is to pay the cost of Group Health Insurance while an employee is receiving workman'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. At no time is he/she required to use their last fifteen (15) days.

NOTE: DISABILITY INSURANCE

The City agrees to provide co-pay disability insurance for the Public Works employees for the length of this contract, 1999-2001. Maximum city cost per employee is the state disability rate. The City agrees to continue paying this cost while an employee is out of work with a non-work related disability. Employees will be required to use half of their accumulated sick time with employees retaining at least fifteen (15) days of their accumulated sick time, in all cases.

NOTE:

Any Public Works 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 IX

HOURS AND WORKING CONDITIONS

The work week shall consist of seven (7) consecutive days beginning at 12:01 AM Sunday and ending at 12:00 midnight Saturday. 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.

Between May 25th and September 15th of each calendar year, a six (6) consecutive day rotating schedule will be in effect. 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.

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 day, the employee shall be paid at double time for the hours actually worked during the seventh day.

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.

Stand-by Beeper:

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

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

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 Public Works Superintendent.

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.

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:

PUBLIC WORKS SUPERINTENDENT

ARTICLE X

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 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 equitable 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. 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 one hundred (100) 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 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 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 XI

TRAINING FEE

The City agrees to pay One Hundred (\$100.00) to each Public Works employee who completes a course of study either college or mechanical with certificate that employee passed said course of study.

This fee is a one time payment and the course must be approved by the Superintendent of Public Works.

ARTICLE XII

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.

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.

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 XIII

VACATION

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 the date of 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. 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: All New Hires shall be entitled to carry over no more than an aggregate of ten (10) vacation days from prior years into the next year.

3. 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 XIV

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 benefiting 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 Steward 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. 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.

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 of the City of North Wildwood.

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 XV

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 8:00AM 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 totaling 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 XVI

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.

Handwritten initials/signature

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 schedule work day before and his first full scheduled work day after the holiday, even though in different work weeks, except in case of proved 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 closing 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 Public Works 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 the Union agree that no compensation will be paid to workers who do not own either a boat or 4-wheel drive truck.

ARTICLE XVII

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.

The City will consider a written request for the necessary and reasonable time off, up to a maximum of fifteen (15) days annually, without discrimination or loss of seniority rights or loss of pay, to not more than two (2) employees 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 XVIII

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 XIX

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.

YEARS OF SERVICE PERCENT OF ANNUAL SALARY

4 to 8 years	2 %
8 to 12 years	4 %
12 to 16 years	6 %
16 to 20 years	8 %
20 years	10 %

Effective January 1, 2001, longevity is to be computed only on an employee's base salary and shall be added to base pay. Prior to January 1, 2001, longevity will be paid in a lump sum and not added to an employee's base salary. Longevity payments will be computed

only on base salaries and will not reflect any overtime work by any employee.

2. All new Hire employees employed after the date on which salary increases have been paid under this Agreement shall not receive Longevity compensation.

ARTICLE XX

WAGES

1. Effective as of January 1, 1999, each employee in the bargaining unit's annual salary as of December 31, 1998, shall be increased by One Thousand Five Hundred (\$1,500.00) Dollars.

2. Effective as of January 1, 2000, each employee in the bargaining unit's annual salary as of December 31, 1999, shall be increased by One Thousand Five Hundred (\$1,500.00) Dollars.

3. Effective as of January 1, 2001, each employee in the bargaining unit's annual salary as of December 31, 2000, shall be increased by One Thousand Seven Hundred Fifty (\$1,750.00) Dollars.

4. The annual wages paid to employees are based upon a 2080 hour work year.

5. 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 at Article XXVIII of this Agreement.

6. In order to be eligible for retroactive pay under this Agreement, an employee must be on the payroll at the time of the execution of this Agreement.

7. In addition to the salary increases provided in paragraphs

1 through 3 above, beginning in calendar year 2001 employees in the bargaining unit may also be entitled to receive a payment each year based upon their performance of their duties. Prior to the end of each calendar year, supervisors of employees in the bargaining unit will prepare evaluations of each bargaining unit employee under their supervision and rate each employee on a scale of 1 through 5, with 1 being the lowest grade and 5 being the highest. The rating provided by the supervisor shall be reviewed by the In-House Public Works Committee, which shall consist of the Director of Public Works, an individual designated by the a Union, and the Mayor or a designee of the Mayor. The In-House Public Works Committee may either agree with the recommendation of the supervisor or modify the rating provided by the supervisor. The recommendation of the In-House Public Works Committee will then be reviewed by the Public Works Committee of the City Council and the decision of the Public Works Committee will be final. The criteria to be used in making the evaluations shall include all aspects of an employee's work record including, but not limited to, job knowledge, job performance, attendance, discipline, attitude, etc.

The award of merit pay shall be based on the following scale:

<u>Rating</u>	<u>Merit Payment</u>
1	0
2	0
3	\$250
4	\$500
5	\$750

Handwritten initials/signature

Employees with a rating of 1 or 2 who disagree with their rating may appeal their decision to the City Council Public Works Committee, setting forth the reasons why he or she feels his or her rating should be revised. Any appeal must be filed within five (5) working days of the initial decision of the City Council Public Works Committee. The City Council Public Works Committee shall have the right, but not the obligation, to request a meeting with the employee who is appealing the rating. The decision of the City Council Public Works Committee shall be final and shall not be subject to the grievance procedure. Merit payments made to employees shall not be added to base pay for any purposes.

ARTICLE XXI

UNIFORM ALLOWANCE

The City shall provide the following annual allowances for maintenance and replacement of eligible items listed below:

1999	\$400
2000	\$425
2001	\$450

Eligible Items:

One (1) pair of steel-toe shoes

Summer shirt and trousers

Winter shirt and trousers

Summer and Winter Jackets

Summer hats

Winter hats

The list of eligible items may be expanded at the discretion of the Public Works Superintendent. 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.

ARTICLE XXII

PROMOTIONS AND PROMOTIONAL PAY

Subject to the approval of City Council or their designee, an employee, when he is promoted so as to assume additional responsibilities or duties, from one class title to another having a higher salary range, then his salary shall be increased to the minimum of the new range or by five (5) percent of his 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 Department of Personnel's rules and regulations. The Council 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.

In order to insure proper job classification practices, a committee comprised of four (4) members, two (2) from management and two (2) from the Union shall meet quarterly to review the classification of Blue Collar workers. Re-classification will be recommended when appropriate.

Public Works Repairer: New employee to Public Works will be hired as a Laborer. After one (1) full year, the Superintendent, Supervisor, and Union Shop Steward will review work performance and abilities and if it is determined that the employee is capable and has worked well, the employee will then be promoted to Public Works Repairer.

Each employee who holds a Class A License and does not receive any violation points will receive \$225.00 each year and any employee holding a Class B License and does not receive any violation points shall receive \$125.00 in November of each year. Each employee will only be paid for the highest license held.

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 Public Works 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: Public Works Superintendent, Public Works

Supervisor, and one delegated representative from Public Works. 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.

Public Works Repairer must pass a Department of Personnel test.

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.

ARTICLE XXIII

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 XXIV

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 XXV

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 XXVI

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 XXVII

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 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 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 XXVIII

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 XXIX

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.

PUBLIC WORKS SALARY RANGES

	<u>1999</u>		<u>2000</u>		<u>2001</u>	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
SEWER INSPECTOR	\$17,700.00	\$33,200.00	\$17,700.00	\$34,700.00	\$17,700.00	\$36,450.00
SEWER REPAIRER	\$17,700.00	\$33,200.00	\$17,700.00	\$34,700.00	\$17,700.00	\$36,450.00
TRAFFIC MAINT. WORKER/ELECTRICIAN	16,400.00	31,800.00	16,400.00	33,300.00	16,400.00	35,050.00
TRAFFIC MAINT. WORKER	14,380.00	24,500.00	14,380.00	26,000.00	14,380.00	27,750.00
ELECTRICIAN	17,540.00	34,600.00	17,540.00	36,100.00	17,540.00	37,850.00
TIME-KEEPER	16,000.00	29,400.00	16,000.00	30,900.00	16,000.00	32,650.00
HEAVY EQUIP OPERATOR	-	-	19,750.00	37,380.00	18,800.00	39,217.00
EQUIPMENT OPERATOR	18,800.00	34,100.00	18,800.00	35,600.00	18,800.00	37,350.00
PUBLIC WORKS REPAIRER	14,000.00	26,300.00	14,000.00	27,800.00	14,000.00	29,550.00
TRUCK DRIVER	15,400.00	32,700.00	15,400.00	34,200.00	15,400.00	35,950.00
POWER BROOM OPERATOR	16,750.00	25,900.00	16,750.00	27,400.00	16,750.00	29,150.00
CARPENTER (1 st YEAR)		18,635.00		20,135.00		21,885.00
CARPENTER (AFTER 1 st YEAR)	15,900.00	28,900.00	15,900.00	30,400.00	15,900.00	32,150.00
MECHANIC DIESEL/WELDER	17,740.00	29,100.00	17,740.00	30,600.00	17,740.00	32,500.00
MECHANIC	14,400.00	22,450.00	14,400.00	23,950.00	14,400.00	25,700.00
LABORER	14,000.00	20,150.00	14,000.00	21,650.00	14,000.00	23,400.00

AA
SLS

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.

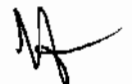
ARTICLE XIX

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 %

Effective January 1, 2001, longevity is to be computed only on an employee's base salary and shall be added to base pay. Prior to January 1, 2001, longevity will be paid in a lump sum and not added to an employee's base salary. Longevity payments will be computed



only on base salaries and will not reflect any overtime work by any employee.

2. All new Hire employees employed after the date on which salary increases have been paid under this Agreement shall not receive Longevity compensation.

ARTICLE XX

WAGES

1. Effective as of January 1, 1999, each employee in the bargaining unit's annual salary as of December 31, 1998, shall be increased by One Thousand Five Hundred (\$1,500.00) Dollars.

2. Effective as of January 1, 2000, each employee in the bargaining unit's annual salary as of December 31, 1999, shall be increased by One Thousand Five Hundred (\$1,500.00) Dollars.

3. Effective as of January 1, 2001, each employee in the bargaining unit's annual salary as of December 31, 2000, shall be increased by One Thousand Seven Hundred Fifty (\$1,750.00) Dollars.

4. The annual wages paid to employees are based upon a 2080 hour work year.

5. 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 at Article XXVIII of this Agreement.

6. In order to be eligible for retroactive pay under this Agreement, an employee must be on the payroll at the time of the execution of this Agreement.

7. In addition to the salary increases provided in paragraphs

1 through 3 above, beginning in calendar year 2001 employees in the bargaining unit may also be entitled to receive a payment each year based upon their performance of their duties. Prior to the end of each calendar year, supervisors of employees in the bargaining unit will prepare evaluations of each bargaining unit employee under their supervision and rate each employee on a scale of 1 through 5, with 1 being the lowest grade and 5 being the highest. The rating provided by the supervisor shall be reviewed by the In-House Public Works Committee, which shall consist of the Director of Public Works, an individual designated by the a Union, and the Mayor or a designee of the Mayor. The In-House Public Works Committee may either agree with the recommendation of the supervisor or modify the rating provided by the supervisor. The recommendation of the In-House Public Works Committee will then be reviewed by the Public Works Committee of the City Council and the decision of the Public Works Committee will be final. The criteria to be used in making the evaluations shall include all aspects of an employee's work record including, but not limited to, job knowledge, job performance, attendance, discipline, attitude, etc.

The award of merit pay shall be based on the following scale:

<u>Rating</u>	<u>Merit Payment</u>
1	0
2	0
3	\$250
4	\$500
5	\$750

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 XXIV

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

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.

PUBLIC WORKS SALARY RANGES

	<u>1999</u>		<u>2000</u>		<u>2001</u>	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
SEWER INSPECTOR	\$17,700.00	\$33,200.00	\$17,700.00	\$34,700.00	\$17,700.00	\$36,450.00
SEWER REPAIRER	\$17,700.00	\$33,200.00	\$17,700.00	\$34,700.00	\$17,700.00	\$36,450.00
TRAFFIC MAINT. WORKER/ELECTRICIAN	16,400.00	31,800.00	16,400.00	33,300.00	16,400.00	35,050.00
TRAFFIC MAINT. WORKER	14,380.00	24,500.00	14,380.00	26,000.00	14,380.00	27,750.00
ELECTRICIAN	17,540.00	34,600.00	17,540.00	36,100.00	17,540.00	37,850.00
TIME-KEEPER	16,000.00	29,400.00	16,000.00	30,900.00	16,000.00	32,650.00
HEAVY EQUIP OPERATOR	-	-	19,750.00	37,380.00	18,800.00	39,217.00
EQUIPMENT OPERATOR	18,800.00	34,100.00	18,800.00	35,600.00	18,800.00	37,350.00
PUBLIC WORKS REPAIRER	14,000.00	26,300.00	14,000.00	27,800.00	14,000.00	29,550.00
TRUCK DRIVER	15,400.00	32,700.00	15,400.00	34,200.00	15,400.00	35,950.00
POWER BROOM OPERATOR	16,750.00	25,900.00	16,750.00	27,400.00	16,750.00	29,150.00
CARPENTER (1 ST YEAR)		18,635.00		20,135.00		21,885.00
CARPENTER (AFTER 1 ST YEAR)	15,900.00	28,900.00	15,900.00	30,400.00	15,900.00	32,150.00
MECHANIC DIESEL/WELDER	17,740.00	29,100.00	17,740.00	30,600.00	17,740.00	32,500.00
MECHANIC	14,400.00	22,450.00	14,400.00	23,950.00	14,400.00	25,700.00
LABORER	14,000.00	20,150.00	14,000.00	21,650.00	14,000.00	23,400.00

ARTICLE XXX

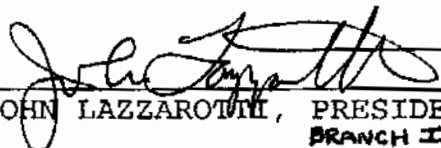
DURATION OF CONTRACT

This Agreement shall be in full force and effective as of January 1, 1999 and shall remain in effect to and including December 31, 2001 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 26th day of September, 2000.

FOR THE UNION COMMUNICATIONS
WORKERS OF AMERICA:

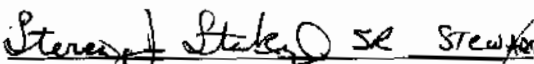
FOR THE CITY OF NORTH WILDWOOD
NEW JERSEY



JOHN LAZZAROTTI, PRESIDENT
BRANCH I

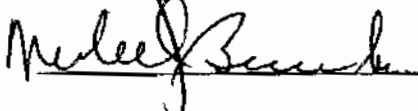

MAYOR ALDO A. PALOMBO, R. P.


SHERRY ADAMS, STEVE J. ALBANI
C.W.A. REPRESENTATIVE


JOHN M. HOLMAN, CITY ADM.


STEVEN J. STAKER, SR. STEWARD


JANE A. PARSON, CITY CLERK


MEMBER