

CITY OF NORTH WILDWOOD
Cape May County, New Jersey

RESOLUTION

**AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN
CITY OF NORTH WILDWOOD AND
COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1036, COVERING THE PERIOD
JANUARY 1, 2024 THROUGH DECEMBER 31, 2027**

WHEREAS, the City of North Wildwood and the United Public Services Employees Union (UPSEU), constituting City employees in the Department of Public Works, were parties to a Collective Bargaining Agreement which expired on December 31, 2023; and

WHEREAS, the City employees in the Department of Public Works are now members of the Communications Workers of America (CWA), Local 1036; and

WHEREAS, the City and the CWA have engaged in collective bargaining negotiations regarding a new Agreement; and

WHEREAS, members of the UPSEU have voted to approve the terms and conditions of a new Agreement, which also have been reviewed by and are acceptable to the Mayor and Council of the City of North Wildwood; and

WHEREAS, said Collective Bargaining Agreement has been prepared containing said terms and conditions, covering the period January 1, 2024 through December 31, 2027; and

WHEREAS, Council deems it prudent and advisable to approve said Collective Bargaining Agreement and authorize the Mayor and City Clerk to execute the same.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of North Wildwood, in the County of Cape May and State of New Jersey, as follows:

- a) All of the statements of the preamble are incorporated herein by this reference thereto as though the same were set forth at length.
- b) The new Collective Bargaining Agreement between the City of North Wildwood and the Communications Workers of America, Local 1036, covering the period January 1, 2024 through December 31, 2027, is hereby approved.
- c) The Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of North Wildwood.
- d) After execution by all parties, said Collective Bargaining Agreement shall be attached to and made part of this Resolution.

I, W. Scott Jett, City Clerk of the City of North Wildwood, in the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Mayor and Council of the City of North Wildwood at a meeting duly held on the 16th day of July, 2024.

Dated: July 16, 2024

Signed: 
Jennifer VanSant, Deputy City Clerk

APPROVED: 
Patrick T. Rosenello, Mayor

	Motion	Second	Aye	Nay	Abstain	Absent
Tolomeo			✓			
Rullo		✓	✓			
Kane						✓
Del Conte	✓		✓			
Koehler			✓			
Bishop			✓			
Zampirri						✓

AGREEMENT BETWEEN

CITY OF NORTH WILDWOOD, NEW JERSEY



AND

COMMUNICATIONS WORKERS OF AMERICA

LOCAL 1036

BLUE COLLAR UNIT

CWA

LOCAL 1036

JANUARY 1, 2024 THROUGH DECEMBER 31, 2027

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PREAMBLE

This Agreement is entered into on the 16th day of July, 2024, by and between the CITY OF NORTH WILDWOOD, a Municipal Corporation of the State of New Jersey ("City") and the COMMUNICATIONS WORKERS OF AMERICA LOCAL 1036 ("Union").

The purpose of this Agreement is to promote and ensure harmonious relations, cooperation, and understanding between the City and its employees; to prescribe the rights and duties of the City and its employees; 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 1. RECOGNITION

In accordance with the New Jersey Employer-Employee Relations Act, as amended, and the Rules of the Public Employment Relations Commission, under Docket #RO-2024-031, the Public Employment Relations Commission has certified the Communications Workers of America Local 1036 as the exclusive representative of all employees included below for the purposes of collective negotiations with respect to terms and conditions of employment. The representative is responsible for representing the interests of all unit employees without discrimination and without regard to employee organization membership. The representative and the City of North Wildwood shall meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment as required by the Act.

Included: All regularly employed non-supervisory blue collar employees employed by the City of North Wildwood;

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

ARTICLE 2. GRIEVANCE PROCEDURE

A. Definition:

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

B. Purpose:

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

C. Steps of the Grievance Procedure:

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

1. **STEP ONE:** The aggrieved or the Union shall file a grievance within five (5) working days after the event giving rise to the grievance has occurred or within five (5) working days after the aggrieved would reasonably be expected to know of its occurrence, and an earnest effort shall be made to settle the difference between the aggrieved employee and the aggrieved employee's Department Head for the purpose of resolving the matter informally. The Department Head and grievant/Union shall discuss the grievance within

five (5) working days of the grievance being filed and the Department Head shall issue a decision in writing within five (5) working days of such discussion.

2. **STEP TWO:** An employee or the Union may elevate the grievance, in writing, within five (5) working days after a Department Head decision to the City Administrator or his/her designated representative. The written grievance shall contain the relevant facts and the remedy requested by the grievant. The City Administrator or his/her designated representative shall conduct a hearing with the Union within ten (10) working days and then shall thereafter respond, in writing, within ten (10) working days after such hearing.
3. **STEP THREE:** The decision of the City Administrator (or designee) may be appealed by the Union to binding arbitration within twenty (20) calendar days after receipt of the Step Two decision. A request for a list of arbitrators shall be made to the Public Employees Relations Commission by the moving party and both parties shall then be bound by the rules and procedure of P.E.R.C. in the selection of an arbitrator.
 - a. The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other(s).
 - b. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any party thereto a limitation or obligation not provided in this Agreement.
 - c. The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in this Agreement shall be binding upon the parties.
 - d. The fee of the arbitration shall be borne equally by the parties.
 - e. The decision of the arbitrator shall be issued within forty-five (45) working days and shall be final and binding upon the parties.

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

limits for processing the grievance at any step in the grievance procedure.

- E. Any grievance not presented in accordance with the applicable time limits or other requirements in the steps listed shall be automatically deemed closed.

- F. Authorized representatives of the Union, whose names shall be filed in writing with the Mayor or his/her designee, shall be permitted to visit the City's facilities or the office of the City Administrator for the purpose of processing grievances. Any duly authorized representatives of the Union designated in writing, after reporting to the office of the Department Head, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and investigation of complaints that the contract is being breached. Upon request, the Union representative shall state the purpose of his/her visit. Except in an emergency, reasonable 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.

- G. Where a grievance involves an alleged violation of individual rights specified in the Civil Service regulations for which a specific appeal to the Civil Service Commission is available, the employee must present their complaint to the Civil Service Commission directly, provided however, the contractual grievance procedure may be used for other allegations covered by this Agreement.

A claim alleging discrimination is not subject to the grievance procedures of this agreement but this provision shall not mitigate or waive the employee's or Union's rights to file complaints of discrimination in other forums including State and Federal agencies.

ARTICLE 3. MANAGEMENT RIGHTS

- A. 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.
- B. 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;
 7. to establish, expand, reduce, alter, combine, consolidate, or abolish any job or job classification, department operation or service;
 8. To determine staffing patterns and areas worked to control and regulate the use of facilities, supplies, equipment, materials and other property to the employer;
 9. 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;
 10. To determine the amount of overtime to be worked;
 11. To determine the methods, means, and personnel by which its operations are to be conducted;
 12. To determine the content of work assignments;
 13. To exercise complete control and discretion over its organization and the technology of performing its work; and
 14. 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 4. UNION RIGHTS

The parties recognize their mutual rights and obligations under the NJ Workforce Democracy Enhancement Act (WDEA) N.J.S.A. 34:13A-5.11 through 5.15, and any amendments thereto, including but not limited to the following provisions which adhere to current law. It is expressly understood that the following is included in this agreement only to memorialize the rights and obligations pursuant to law. Any change to the law, or the interpretation of the law by a court or agency of appropriate jurisdiction shall take effect immediately and the City shall be obligated only to the extent required by law.

A. Access

1. The Union has the right to access the members of the bargaining unit. Access includes, but is not limited to, the following:
 - a. The right to meet with individual employees on the premises of the public employer during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues;
 - b. The right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the Union, and internal union matters involving the governance or business of the Union; and,
 - c. The right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes and a maximum of 120 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings.

B. Use of Buildings and Facilities.

The Union shall have the right to use buildings and other facilities that are owned or leased by the City to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with governmental operations. Meetings conducted in government buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing

literature or information regarding partisan elections. The Union conducting a meeting in a City building or other City facility pursuant to this section may be charged for maintenance, security and other costs related to the use of the City building or facility that would not otherwise be incurred by the City.

C. Use of Email Systems.

The Union shall have the right to use the email system of the City to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. This access is subject to the employer's electronic media policies as may be amended from time to time and no assurances by the employer of privacy of the system.

D. Information

1. Within ten (10) calendar days from the date of hire of negotiations unit employees, the City shall provide the following contact information to the Union in an Excel file format or other format agreed to by the Union: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the public employer, date of hire, and work email address and any personal email address on file with the public employer.
2. Every 120 days commencing with January 1, the City shall provide the Union, in an Excel file or similar format agreed to by the Union, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers on file with the employer, date of hire, and work email address, and personal email address on file with the public employer.

ARTICLE 5. SAFETY

The City shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state, and local laws.

The City shall provide all necessary safety items, tools, and personal protective equipment in order to ensure safety and health. The City shall provide appropriate training to all employees to utilize such equipment.

ARTICLE 6. JURY DUTY

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

- 1. 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.**
- 2. Time lost because of jury service will not be considered for purposes of computing overtime.**
- 3. The employee must notify his/her Supervisor immediately upon receipt of any communication regarding jury service.**
- 4. No reimbursement of wages will be made for jury service during holidays or vacations.**
- 5. At the Department Head's request adequate proof must be presented of time served on a jury and amount received for such services.**

ARTICLE 7. BEREAVEMENT LEAVE

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

- 1. Death in the immediate family, from date of death to and including the day of the funeral.**
 - a. Immediate family shall consist of spouse, domestic or civil union partner, child, stepchild, mother, father, brother, sister, stepmother, stepfather, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, brother-in-law and sister-in-law.**
 - b. Maximum time off for any one occurrence shall be three (3) days. This time is not to be deducted from any other benefits.**

- 2. Employees shall also be granted time off for the death of an aunt, uncle or first cousin. The maximum time off shall be one (1) day. This time is not to be deducted from any other benefits.**

- 3. The City may request documentation from the employee concerning proof of death and a signed statement as to the relationship of the employee to the deceased.**

ARTICLE 8. INSURANCE, HEALTH AND WELFARE

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

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

B. **Prescription Plan.** The City shall provide a Co-Pay Prescription Plan for the individual and eligible dependents through the State Health Benefits Plan.

1. Co-pays for generic prescriptions are currently Three Dollars (\$3.00) and Ten Dollars (\$10.00) for brand name prescriptions (per current State Health Benefit rates) and are subject to future additional changes to reflect the then applicable State Health Benefit Plan prescription co- pays.
2. In the event the City no longer provides health care benefits or prescription coverage under the State Health Benefits Plan, then in such event the co-payment for the Prescription Plan shall be \$10.00 for mail in prescriptions, \$15.00 for generic drugs and \$25.00 for brand name drugs.
3. All benefits under the Prescription Drug Program are subject to the terms of the Group

Policy.

- C. Dental Plan. The City shall provide a Dental Insurance Program, which includes all of the benefits which are currently included in the Dental Insurance Program, at the date of this Agreement, for the employee and his/her eligible dependents to commence sixty (60) days after the commencement of current active employment. Further, the City may change the dental insurance plan or provider so long as the level of benefits provided to the employee and his/her eligible dependents is substantially similar.
- D. Opt-Out. The New Jersey State Health Benefits Program (SHBP) provides that a municipality may allow an employee as a dependent by a spouse's employer to waive SHBP health benefits coverage. The decision of a municipality to allow its employees to waive coverage and the amount of consideration to be paid are not subject to collective bargaining.

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

Employees enrolled in the health insurance coverage plan provided in Article 8. Section A may elect to waive all coverage, provided proof of coverage through another source can be demonstrated. Employees who waive all coverage shall receive an end-of-year payment in the amount of twenty-five (25%) percent of the applicable premium for the insurance plan or \$2,000, whichever is less, in lieu of the insurance, based on the number of months that the insurance was waived during the year. Payment shall be in the amount of twenty-five (25%) percent of the applicable premium, or \$2,000, whichever is less. Checks for opting out will be issued on or about December 1st of each year.

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

Further, an employee who waives coverage shall be permitted to immediately resume coverage if the employee ceases to be eligible for other health care coverage for any reason, including,

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

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

- E. Change in Plans and Providers. The City may, at its option, change any of the existing insurance plans or carriers providing such benefits so long as the benefits which are provided to the employees and their eligible dependents are substantially similar to the coverages and benefits currently provided to employees. The City further reserves the right, at its option, to self-insure any of the plans or coverages so long as the benefits which are provided to the employees and their eligible dependents are substantially similar to the coverages and benefits currently provided to employees. Disagreements regarding coverage changes can go to the grievance process and to arbitration. The City will notify the Union at least thirty (30) days before any change is to happen. Selection of the carrier or carriers is a managerial prerogative not subject to the terms of this collective bargaining agreement.

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

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

Wildwood for the shorter of the following periods:

1. For a period of three (3) years or when he/she obtains other employment having comparable coverage to that provided by the City (once the job is obtained, the benefits terminate even if the employment terminates within three (3) years).
2. When an Employee becomes eligible for Medicare.

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

Retirees entitled to benefits under this Section shall receive the same healthcare benefits being received by the active current employees of the City NOT the benefits which are in effect when they retired.

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

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

I. Prescription Safety Eyewear. The City shall reimburse an employee for prescription safety eyewear up to \$200.00 every two (2) years.

ARTICLE 9. HOURS AND WORKING CONDITIONS

- A. The work week shall consist of seven (7) consecutive days beginning at 12:01 a.m. Saturday and ending at 12:00 midnight Friday. This shall not be construed and nothing in the Agreement shall be construed as a guarantee of limitation of the number of hours to be worked per day, per week or for any other period of time by employees covered hereunder. Work week shall normally be comprised of an either eight (8) hour work day and a forty (40) hour work week.
- B. Starting the Saturday of Memorial Day Weekend and ending September 30th or on the Wednesday following the Irish Festival, whichever occurs later, the City may direct that a six (6) consecutive day rotating schedule be in effect for such positions as the City deems necessary. At no time will an employee be required to work seven (7) consecutive days, unless an emergency exists. During the Summer period, the employee's "day off" will be scheduled to be either a Tuesday, Wednesday or Thursday. Once designated, the "day off" shall not be changed within that summer season unless there are unforeseen circumstances or operational needs.

Employees shall be compensated at one and one half times their regular rate of pay for all hours actually worked on a Saturday or Sunday regardless of the amount of hours actually worked during the week. This shall only be in effect for the time period in which the Summer Schedule is in effect.

- C. Overtime wages will not be paid unless the six (6) day schedule entails more than forty (40) hours. An employee shall be paid a double time rate for all hours worked on a seventh (7th) consecutive day. The City shall solicit volunteers to work a seventh consecutive day in non-storm events, but may direct employees to work a seventh consecutive day for storm events. For the purposes of this paragraph, once the employee reaches the seventh consecutive day, the counting of seven (7) consecutive days would restart.
- D. Employees shall be entitled to two (2) fifteen (15) minute coffee breaks and one (1) thirty (30) minute lunch in every eight (8) hour shift. The City shall have the right to issue rules and

regulations regarding when and how such break and the lunch period shall be taken by the employees. Only time actually worked during an overtime shift will be paid.

E. Stand-by Cell Phone:

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

3. If an employee is called in for non-scheduled overtime, he shall be guaranteed a minimum of three (3) hours compensation whether or not the three hours are worked, except when the end of the call-in period coincides with the beginning of his/her regularly scheduled shift.

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

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

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

DATE: _____

I, _____, have agreed to cover the following stand- by

time _____ for _____.

I will be responsible for any call-outs during this period. I will use a cell phone at all such times.

Signature: _____

APPROVED BY:

Department of Public Works Department Head

ARTICLE 10. OVERTIME AND COMPENSATORY TIME

- A. Except as outlined in this Agreement regarding the summer schedule, all hours worked in excess of either eight (8) hours per day, or forty (40) hours per week shall be considered overtime and employees shall receive compensatory time off at the rate of time and one-half for each hour. However, no compensatory time shall be worked nor shall any compensatory time be given unless said compensatory time has been specifically authorized by the Department Head or other appropriate managerial executive prior to its being worked. Compensatory time shall be compensated in one-quarter (1/4) hour units, fractional portions being counted as a full quarter (1/4) hour. No compensation shall be made for an initial period of less than fifteen (15) minutes. Employees may be required to work in excess of the hours designated as the normal work week for their class title. The City shall distribute compensatory time as equitable as possible and in the best interest of the City. When practicable, compensatory overtime shall be held to within classification. Effective the first pay period after full ratification of this Agreement, the employees shall no longer receive compensatory time for any overtime worked as described above. Instead, employees shall receive cash compensation at a rate of one- and one-half times the employee's regular rate of pay for all hours actually worked as described above.
- B. For any compensatory time earned, employees shall use compensatory time off during the year in which it was earned, unless prohibited to do so by the City, in which event the denied compensatory time off can be carried forward to the next year. In no event shall any employee accumulate more than two hundred forty (240) hours of compensatory time as permitted under the FLSA. Effective December 1, 2012, all compensatory time must be used by employees prior to their retirement or other separation from employment with the City.
- C. 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. Compensatory time may be used in increments of one hour, however, under those circumstances may be denied at the discretion of the Department Head.

- D. An employee may cash in any amount of compensatory time that has accrued and is listed on the employee's paystub upon request by filing out the appropriate form with the Payroll Clerk. Requests for cash out shall be paid in the next pay period following its accrual and shall not be unreasonably denied.**

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

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

ARTICLE 11. NO STRIKE OR LOCKOUT PLEDGE

- A. 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.

- B. 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.

- C. 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.

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

ARTICLE 12. VACATION/PERSONAL LEAVE

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

- 1. Up to one (1) year of service - one (1) working days' vacation for each month of service.**
- 2. After one (1) year and to the completion of eight (8) years of service twelve (12) working days' vacation.**
- 3. After eight (8) years and to the completion of fifteen (15) years of service - fifteen (15) working days' vacation.**
- 4. After fifteen (15) years and to the completion of twenty-two (22) years of service – twenty (20) working days' vacation.**
- 5. After twenty-two (22) years and to retirement - twenty-five (25) working days' vacation.**

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

- 1. up to one (1) year of service - one (1) working days' vacation for each month of service;**
- 2. first full calendar year of employment up to the completion of ten (10) years of continuous service - twelve (12) working days' vacation;**
- 3. after ten (10) years up to the completion of twenty (20) years of continuous service - fifteen (15) working days' vacation;**
- 4. after 20 years and to retirement - twenty (20) working days' vacation.**

Carryover of vacation days: Vacation not taken in a given year because of business demands shall accumulate and be granted during the next succeeding year only. Except that any employee hired on or after January 1, 2013, shall in no event be permitted to carry more than an aggregate of ten (10) vacation days from prior years into the next succeeding year.

C. All vacation shall be granted by the City so far as practicable in accordance with the desires of the employee. Employees shall submit vacation requests at least one (1) month in advance. Preference for vacation time shall be given in order of seniority. Upon an employee retiring or resigning in good standing, an employee shall receive payment for all vacation leave except that time shall be pro-rated for the year in which the employee leaves.

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

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

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

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

Any employee who commences employment during the first fifteen (15) days of the month shall be credited with having worked a full month for the purposes of vacation computation. Any employee who commences employment between the sixteenth (16th) and twenty-third (23rd) day of the month shall be credited with one-half working day. Any employee who commences employment on the twenty-fourth (24th) day of the month or later, shall not be credited with vacation leave for that month.

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

personal leave time hours prorated, based upon time earned. An employee shall reimburse the City for paid personal leave time hours used in excess at his/her prorated entitlement.

ARTICLE 13. DUES DEDUCTION, PAY DAY AND PAYROLL

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

- B. Dues deduction shall commence for each employee who signs a properly dated authorization card supplied by the Union by the start of the pay period following the filing of such card with the City. Dues shall be sent by bank wire on a monthly basis to the Union at the following address: CWA Local 1036, Attention: Financial Manager, 1 Lower Ferry Road, West Trenton NJ 08628. Upon request of the Union, the City shall provide a report of the employee names and amount of dues deduction for each payment.

- C. 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.

- D. 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.

The City acknowledges its obligations under N.J.S.A. 34:13A:5.14 and, accordingly, shall not encourage negotiations unit members to resign or relinquish membership in the Union. Employees who have authorized the payroll deduction of fees to the Union may revoke such authorization by providing written notice to their public employer. Within five days of receipt of notice from an employee of revocation of authorization for the payroll deduction of fees, the public employer shall provide notice to the employee organization of an employee's revocation of such authorization. An employee's notice of revocation of authorization for the payroll deduction of employee organization fees shall be effective on the 30th day after the anniversary date of employment or as of the July 1 next succeeding the date on which the notice of withdrawal is filed by an employee, whichever is sooner.

In the event any of the above is amended or altered by a change in the law, the parties shall

be bound by the revised changes in the law and the above shall be void to the extent it conflicts with the new law.

- B. 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. Pay will be distributed through the City's established direct deposit system. Employees are required to provide to the City current bank account information in order for the City to provide the check via direct deposit. In addition, the City requires that employees provide a valid e-mail address and also that the employees are required to update the City when there is any change in the employee's address, phone number or email address.**

ARTICLE 14. SICK LEAVE

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

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

- a. Personal illness or injury.
- b. Exposure to contagious disease.
- c. Care for a reasonable period of time of a seriously ill member of the employee's immediate family. "Immediate family" is defined by N.J.A.C. 4A:1-1.3 as employee's spouse, civil union partner, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.
- d. Death of employee's immediate family per NJAC 4A:6-1.3.

B. Amount of Sick Leave.

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

1. 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.
2. Fifteen (15) working days sick leave with pay for each calendar year thereafter.

C. Reporting of Absence of Sick Leave.

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

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

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

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

1. In case of a leave of absence due to exposure to contagious disease, a Certificate from the Department of Health shall be required prior to the employee's return to work.
2. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.
3. The City may adopt such other sick leave verification procedures as it may deem appropriate. Abuse of sick leave shall be cause for disciplinary action.

The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his credit from year to year. The employee shall be entitled to such accumulated sick leave with pay if and when needed. An employee who leaves employment for any reason during the calendar year shall reimburse the employer for paid working days used in excess of his or her prorated and accumulated entitlement. Part-time permanent employees shall be entitled to sick leave as established by Civil Service Commission regulations.

E. Service Associated Injury.

Whenever an employee in the classified Civil Service 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.

F. Retirement:

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

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

This supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half (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/her employment, prior to the effective date of his/her retirement; provided, however, that no such lump sum supplemental compensation payment shall exceed Ten Thousand Dollars.

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

ARTICLE 15. HOLIDAYS

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

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Juneteenth (Third Friday in June)	Christmas
Independence Day	
Labor Day	

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

In the event an employee actually works on a designated holiday, the employee shall receive two times their regular rate of pay for all hours actually worked that day plus eight hours of holiday straight pay.

Holiday time shall not be allowed an employee unless he is working during the week in which the holiday falls, and is on the job and available for work his/her last full schedule work day before and his/her first full scheduled work day after the holiday, even though in different work weeks, except in case of proved illness or injury verified by a medical certificate or in the case of a pre-planned vacation or pre-planned personal day. In the event of an emergency situation requiring the use of a personal day, the employer may require proof of the "emergency situation" giving rise to the necessity of the use of the personal day. In the event proof is not submitted or is insufficient, the City reserves the right not to compensate the employee for the holiday.

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

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

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

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

ARTICLE 16. 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 (½) hour prior to and one-half (½) 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 ensure that this time is within reasonable limits.

ARTICLE 17. LEAVE OF ABSENCE

A. General leave of absence.

1. Any employees desiring leave without pay for personal reasons shall make a request in writing to the City Administrator not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reasons for the leave and the time requested. The maximum amount of unpaid leave shall be six (6) months. An employee shall not be entitled to any Holidays payments for any Holiday that occurs during the leave of absence. Leaves may be granted or denied at the discretion of the Mayor and Council in their absolute discretion. Prior to using an approved general leave, an employee must first exhaust all accrued vacation, personal and compensatory leave time, except that sick leave must also be exhausted if the underlying reason for general leave would also qualify for sick leave. General leave does not diminish an employee's rights under FMLA or NJ FLA.

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

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

B. MILITARY LEAVE.

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

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

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

C. FAMILY LEAVE ACT.

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

D. RETURN FROM LEAVE OF ABSENCE.

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

ARTICLE 18. LONGEVITY

A. 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 often (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%

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

ARTICLE 19. WAGES

- A. The annual wages paid are based upon a 2,080 hour work year.

- B. 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 established in this Agreement. . The minimum and maximum salaries shall be attached to this Agreement as Exhibit "A" and made a part hereof.

- C. The wage increase for 2024 shall be retroactive to January 1, 2024. In order to be eligible for retroactive pay under this Agreement, the employee must be employed and on payroll at the time of execution of this Agreement. Employees hired on or after January 1, 2024 shall receive the base rate at which they are hired for the first full calendar year and then receive the wage increase the next January 1st as set forth below.

D. Effective January 1, 2024, new minimum wages shall be established as follows:

Class One:	\$32,000
Class Two:	\$35,000
Class Three:	\$36,000
Class Four:	\$38,000
Class Five:	\$42,500
Class Six:	\$46,000

E. Annual Salary Increases shall be paid as follows:

- 1. Effective January 1, 2024, all employees shall receive a wage adjustment of \$3,500 to base. Any employee below the minimum rate of their title shall be adjusted to the minimum prior to receiving the across the board increase of \$3,500.
- 2. Effective January 1, 2025, all employees shall receive a wage adjustment of \$2,750 to base.
- 3. Effective January 1, 2026, all employees shall receive a wage adjustment of \$2,500 to base.

4. **Effective January 1, 2027, all employees shall receive a wage adjustment of \$2,250 to base.**

ARTICLE 20. UNIFORM ALLOWANCE

The City shall provide an annual allowance of \$750.00 for maintenance and replacement of eligible items listed below:

A. Eligible Items

- | | |
|--------------------|---|
| Pants | Navy Work Pants
(Dickies LP856 Industrial Double Knee Pant)

Navy Flannel Lined Work Pants (Dickies 2874)

Jeans, Dark Stone Color (Carhartt B17)

Flannel Lined Jeans, Dark Stone Color (Dickie 29-693) |
| Shorts | Navy Work Shorts
(Dickies LP542 Industrial Cargo) |
| Shirts | Light Blue Hi-Vis Short Sleeve Work Shirt (Dickies VL100)
Light Blue Hi-Vis Long Sleeve Work Shirt (Dickies VL101) |
| Sweat Shirt | Insulated Sweatshirt
(Carhartt 1149 Navy)
(Carhartt 1206 Hi-Vis) |
| Jacket | Carhartt Jacket
(When wearing a Carhartt Jacket a safety vest supplied by the City must be worn) |
| Bib Overall | Insulated Bib Overall, Duck Brown or Black (Carhartt R02 Brown) |
| Boots | Wolverine Steel Toe Work Boot or equivalent
(1123) 6"
(1124) 8" |

- B. The list of eligible items may be revised at the discretion of the Department of Public Works Department Head.**
- C. The City shall annually designate the City's Supplier of Uniforms and each employee shall be entitled to purchase the eligible items up to the permitted allowance by charging the City's account.**
- D. The City will pay for work related damage to employee's eye glasses.**
- E. 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.**
- F. Each employee shall wear the Uniform items listed above to work and shall maintain their uniforms in good and clean condition and failure to wear and maintain the uniforms shall be cause for disciplinary action.**
- G. The parties agree that the Management Committee will discuss the list of eligible uniform items. Nevertheless, final determination of the eligible uniform items shall be made by the City and the list of eligible uniform items may be revised by the Department of Public Works Department Head.**

ARTICLE 21. PROMOTIONAL PAY AND OUT OF TITLE PAY

- A. Promotional Pay Increase:** An employee who is promoted from one “Class” to a higher “Class” as those Classes appear in this Agreement, shall receive the new minimum rate of the Class to which the employee is promoted, or a pay increase of 7.5% of their base pay, whichever is more.

All job classification determinations shall be done in accordance with the Civil Service's rules and regulations. 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. A lateral action, defined as movement within the same classification, does not create a promotional pay increase.

- B. Out of Title Pay:** Any employee who performs work in a higher classification title, which is outside of their job 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. Such entitlement shall be effective at the time the employee is assigned and performs the out of title work. Should out of title work be assigned on a regular basis due to a permanently vacant position, the City will review the position for a potential promotion in accordance with Civil Service promotional procedures.

ARTICLE 22. LOYALTY, EFFICIENCY, NO DISCRIMINATION

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

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

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

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

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

ARTICLE 23. 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. The parties shall abide by all requirements in the City's Personnel Policy Manual, which has been provided by the JIF, with regard to Drug and Alcohol Testing.

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 24. 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 Civil Service Commission of the State of New Jersey, or with rules, regulations or procedures thereunder, the Commission'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 25. 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 October 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 26. MISCELLANEOUS

A. Bulletin Boards:

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

The Union agrees to limit its posting of notices and bulletins to such bulletin board. All bulletins or notices shall be signed by a local union officer or his/her designee.

B. 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.

C. Layoffs:

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 Union and all applicable Civil Service rules will be followed.

D. 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.

E. Transfers:

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

F. 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.

G. Outside Employment:

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

H. Discipline:

All disciplinary action, including suspension, taken against any employee shall be done in accordance with Civil Service Commission 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 City Administrator and the Union. A copy of said report shall be given immediately to the employee. The employee shall be provided the opportunity to respond within forty-eight hours prior to imposition of unpaid suspension. If the suspension is upheld, it shall be retroactive to the date of the suspension.

I. Safety Committee

The parties shall establish a safety committee to meet at the request of either the Union or the City to discuss safety concerns. Nevertheless, anytime an employee has a safety issue, the employee shall report same to the Superintendent or his designee immediately.

J. Attendance at Court:

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

K. All employees shall be required to have a CDL unless the essential functions of the position, as determined by the City, in consultation with the Department Head, do not require the employee to have a CDL. The City shall provide the Union with a list of specific positions which will not

require a CDL. The titles shall be Building Maintenance Worker, Gardener, Carpenter, Senior Carpenter, Electrician, Senior Electrician, Traffic Maintenance Worker and Sewer Inspector. In addition, any employee hired prior to January 1, 2000, and in the title of Laborer, shall not be required to have a CDL.

ARTICLE 27. FAIR LABOR STANDARDS ACT

- A. 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 28. DEFINITIONS

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

1. **PERMANENT EMPLOYEE:** An employee who has acquired Civil Service permanent status in his/her position after the satisfactory completion of a working test period.
2. **PERMANENT STATUS:** The attainment of tenure and rights resulting from the regular appointment and successful completion of the working test period.
3. **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.
4. **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.
5. **TEMPORARY APPOINTMENT:** Employment during a period of emergency or in a temporary position.
6. **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.
7. **SEASONAL EMPLOYEES:** Any person employed for under six (6) months whose position is made necessary by the population increase associated with the City's status as a resort community and associated service demands. Seasonal employees may serve any time between May 1st and October 31st

ARTICLE 29. SALARY RANGES

Salary ranges are set forth in Exhibit A of this Agreement. The ranges include a minimum and maximum and shall not be adjusted without negotiation. The parties acknowledge that the City's salary ordinance may increase the salary range of a particular job title in order to comply with the terms of this Agreement.

ARTICLE 30. LABOR-MANAGEMENT COMMITTEE

There is hereby established a Management Committee, comprised of two (2) members of the bargaining unit – as shall be the case with any successor negotiations of a bargained union agreement – the Director of Public Works and the City Administrator. The Management Committee shall meet from time to time, on an "as needed" basis, to discuss the application of the terms and conditions of this agreement, including uniforms, as well as the conditions of work and any issues or problems arising there from. The Labor-Management Committee shall not have any authority to negotiate amendments to the collective bargaining agreement.

ARTICLE 32. DURATION OF CONTRACT

This Agreement shall be in full force and effective as of January 1, 2024 and shall remain in effect to and including December 31, 2027.

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 the 16th day of July, 2024.

FOR CITY OF NORTH WILDWOOD

Robert Russell

Jennifer Vansant

M J

FOR CWA LOCAL 1036

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ARTICLE 31. ON CALL

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

EXHIBIT "A" – PUBLIC WORKS SALARY RANGES

CLASS ONE	\$32,000	-	\$52,000
Laborer 1 Building Maintenance Worker			
CLASS TWO	\$35,000	-	\$55,000
Laborer 2 Gardener Maintenance Repairer Mechanic Helper Public Works Repairer Traffic Maintenance Worker Electrician Helper Carpenter Helper			
CLASS THREE	\$36,000	-	\$74,000
Carpenter Sr. Public Works Repairer Sewer Repairer			
CLASS FOUR	\$38,000	-	\$75,000
Electrician Equipment Operator Mechanic Traffic Maintenance Worker/Electrician Sewer Inspector			
CLASS FIVE	\$42,500	-	\$75,000
Heavy Equipment Operator Sr. Carpenter Sr. Mechanic Sr. Sewer Repairer Sr. Traffic Maintenance Worker/Electrician			
CLASS SIX	\$46,000	-	\$75,000
Sr. Electrician			

EXHIBIT "B" – Evaluations

The Superintendent, or his designee, shall conduct an evaluation of each employee's performance each year. Between November 15 and December 15 of each year, each employee shall be required to review the evaluation with the Superintendent or his designee. The employee may choose to have a union representative present when reviewing the evaluation.

In the event the employee disagrees with the evaluation finding, he/she shall have the opportunity to appeal the evaluation to the City Administrator within 5 business days of receiving the negative evaluation. The City Administrator shall review the evaluation with the Superintendent and the employee and shall issue a final determination. The determination of the City Administrator shall be final and binding and not subject to appeal. Any disciplinary action which results from or related to a negative performance evaluation, including but not limited to a demotion, would follow the appropriate disciplinary appeal procedure.

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

