

A G R E E M E N T

Between

CITY OF OCEAN CITY

And

**COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO, LOCAL 1078**

January 1, 2019 to December 31, 2022

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PREMBLE

THIS AGREEMENT entered into this 6th day of January, 2020, by and between the City of Ocean City, in the County of Cape May, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and the Communications Workers of America, AFL-CIO, hereinafter called the "Union", represents the understanding between the City and the Union on all issues contained here within.

WITNESSETH

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the Union and to the end that continuous efficient service will be rendered to and by both parties, for the benefit of both;

NOW, THEREFORE, IT IS AGREED as follows:

ARTICLE I

UNION RECOGNITION

- A. The City hereby recognizes the Union as exclusive and sole representative of all collective negotiations concerning grievances and terms and conditions of employment, for all permanent and provisional full-time personnel and all permanent and provisional (after six months' provisional status) part-time personnel of the City of Ocean City. Titles represented are specifically enumerated in Appendix "A", but exclude police officers, fire fighters and EMT personnel of the Police and Fire Departments, Lifeguards, Department Heads,

Elected Officials, Managerial and Professional Employees.

- B. Unless otherwise indicated, the term "Employee," when used hereinafter in this Agreement, shall refer to all employees of the City of Ocean City represented by the Union in the negotiating unit as above defined.
- C. The City agrees that personnel who are not included in the bargaining unit shall not do work other than that described in their job description, if such work is in conflict with work normally assigned to employees within the bargaining unit.
- D. The City agrees to provide to all new employees, at their in-processing meeting, an information sheet about the CWA.

ARTICLE II

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.

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 legitimate

business 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, the Civil Service Commission and the Department of Personnel Rules and Regulations, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for just cause according to Law and subject to the limitations of Article XX.

ARTICLE III

RULES AND REGULATIONS

- A. Pursuant to Chapter 123, P.L. of N.J., 1974, the City agrees that it will not establish new work rules or regulations, or modify existing work rules or regulations governing wages, hours or working conditions except those so negotiated in this Agreement without prior negotiations with the Union. However, if a new work rule needs to be established and it does not govern wages, hours or working conditions and it is not contrary to this Agreement, then the City may establish such a rule.
- B. 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.
- C. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any

employee benefit existing prior to its effective date.

- D. The “Ocean City Department of Public Works Corrective Action Program” will be named the “Ocean City Corrective Action Program” and will be in effect for all employees covered under this Agreement.

ARTICLE IV

LEGAL REFERENCE

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under any other applicable laws and regulations. The rights granted the employee shall be deemed to be in addition to those provided elsewhere.
- B. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of Federal, State and Local laws.
- C. The parties agree that they will not engage in any discrimination against any employees on the basis of race, color, religion, national origin, age, gender, disability, marital status, or union membership or activity.

ARTICLE V

UNION REPRESENTATIVES AND MEMBERS

- A. The City agrees to grant time off with pay to Union representatives, not to exceed 1200 hours for the life of this four-year agreement, for the purpose of attending to Union business relative to City employees to include but not be limited to:
1. Preparation for contract negotiations – chargeable to the 1200 hours.
 2. Attendance at union seminars, conferences, conventions or training sessions– chargeable to the 1200 hours.
 3. Conducting local union business as it pertains to Ocean City employees – chargeable to the 1200 hours.
 4. Disciplinary hearings – not chargeable to the 1200 hours.
 5. Grievance conferences – chargeable to the 1200 hours.
 6. Salary Committee Meetings – not chargeable to the 1200 hours.
 7. Visiting Job Sites to investigate alleged contract violations – chargeable to the 1200 hours.
 8. Management Called Meetings – not chargeable to the 1200 hours.
 9. Actual Contract Negotiations – not chargeable to the 1200 hours. The Union must provide two (2) working days’ notice to each affected department head on forms provided by the city which, when approved, will be used as the basis for totaling all hours so specified.

- B. In addition to the 1200 hours in Paragraph A, the City agrees to provide an additional 24 hours during the life of this four-year agreement, to be used for the purpose of furthering labor-management relations (e.g. training, seminars, etc.). The specific use of these 24 hours will be determined jointly by the City and by the CWA.
- C. Any request by authorized representatives of the Union to attend to union business relative to city employees not covered in Article V, Section A, shall require prior request and authorization of the department head, or his/her designee. Such authorization shall not be unreasonably denied. In no event shall there be any interference with the operation of the City or respective Divisions.
- D. During negotiations, the Union representatives so authorized by the Union, not to exceed seven (7), shall be excused from their normal duties for such periods of negotiations as may be agreed upon by the parties. Such excused individuals, however, shall be available for duty in the event that an emergency arises.
- E. The City and Union agree that all hours spent by employees in attending to Union business and attending negotiations pursuant to this Article are not mandated work by the City and as such are not compensable as hours worked for Fair Labor Standards Act purposes. However, hours spent on contractually permissible paid Union leave time are considered part of the normal work week under Article X.

ARTICLE VI

RETENTION OF CIVIL RIGHTS

- A. Union members shall retain all civil rights and protection of the laws, rules and regulations of the State of New Jersey and of the United States of America.

ARTICLE VII

SUB CONTRACTING (INDEPENDENT)

- A. The City shall notify the Union 45 days in advance of any plans to grant a sub-contract which affects the present levels of employment unless emergency circumstances make such notification impossible.
- B. The City agrees to sit and meet with the Union representatives to discuss any decision by the City to contract or subcontract, which is based on solely fiscal considerations whenever it becomes apparent that a layoff or job displacement will result from the contract or subcontract.
- C. During the term of this Agreement, CWA and City Management agree to analyze the cost to perform one or more capital improvement projects with City employees, compared to the cost of subcontracting. Based on their analysis, the union and management will annually prepare a report of their findings and make a joint presentation to City Council.

ARTICLE VIII

EXTRA CONTRACT AGREEMENT

The City agrees not to enter into any other Agreements or Contracts with Bargaining Unit members who are covered hereunder, individually or collectively, which in any way conflict with the terms and provisions of this Agreement.

ARTICLE IX

LEAVES OF ABSENCE - PERMANENT EMPLOYEES

- A. Leaves of absence, with or without pay, may be granted by the City for emergency situations, by the Department Head with approval of the Appointing Authority, in accordance with current NJDOP and Civil Service Commission rules, the NJ Family Leave Act (FLA), and the Federal Family Leave Act (FMLA).
- B. Periods of absence shall not exceed six (6) months at any one time. Such leaves may be renewed for an additional six (6) months by the Department Head through the Appointing Authority with approval by the governing body. No further renewal or extension may be granted except upon request by the Appointing Authority and written approval by the New Jersey Civil Service Commission.
- C. Leaves of absence shall be requested by the employee in writing at least 30 days (if possible) prior to requested commencement date. The employee shall receive a written response within 10 working days after submitting the request.
- D. Except for military leave, education, FLA or FMLA leave, or any other leave

designated by the Civil Service Commission or by law, periods of leaves of absence without pay shall be deducted from an employee's total continuous service, except as otherwise posted by NJCSC rule.

E. Military leaves shall be granted in accordance with the law.

F. New Jersey Family Leave Act (FLA)

1. State Family Leave shall be granted in accordance with New Jersey State law.

2. Employees with at least 12 months of service, who have worked not less than 1,000 hours during the immediately preceding 12-month period, are eligible for State Family Leave.

3. An employee may take State Family Leave so that the employees may provide care made necessary by reason of:

i. The birth of a child of the employee;

ii. The placement for adoption of a child with the employee; or

iii. The serious health condition of a family member of the employee.

4. An employee shall be entitled to a family leave of 12 weeks in a calendar 24-month period.

5. An employee may, at his/her option, use paid leave for family leave purposes.

An employee who chooses to use paid leave must meet the requirements for such leave.

G. Federal Family Medical Leave Act (FMLA)

1. Federal Family Medical Leave will be granted in accordance with the federal law.
2. Employees, who have worked for at least 12 months for a minimum of 1,250 hours, are eligible for FMLA.
3. An eligible employee is entitled to 12 weeks of FMLA leave in a 12-month calendar period:
 - a. Because of the birth of a child or the placement of a child for adoption or foster care, except that the entitlement expires at the end of the 12-month period beginning on the date of the birth or placement;
 - b. Because the employee is needed to care for a child, spouse or parent with a serious health condition;
 - c. Because the employee's own serious health condition makes the employee unable to do his or her job.
 - d. "Serious health condition" is an illness, injury, impairment, or physical or mental condition that involves:
 1. Any period of incapacity or treatment in connection with or resulting from inpatient care in a hospital, hospice, or residential medical care facility;

2. Any period of incapacity requiring absence from work, school, or other regular daily activities, for more than three (3) calendar days, that also involves continuing treatment by a health care provider; or
3. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or for prenatal care.
4. An employee may, at his/her option, use paid leave for family medical leave purposes. An employee who chooses to use paid leave must meet the requirements for such leave.

- H. A permanent employee shall be granted a leave without pay to campaign for and/or serve elective public office for the term of the office.
- I. The City shall maintain all health benefits during a leave of absence, not to exceed six (6) months at which point, if a further leave is granted, the employee may elect to retain said benefits by paying the COBRA rate. The employee is responsible to remit to the City for their monthly health care contributions while on an initial six-month leave without pay.
- J. A leave of absence that is approved for a specific purpose and is used for other purpose may be considered an abuse.

ARTICLE X

WORK WEEK AND OVERTIME

A. Hours of Work

Each Department will establish, in writing, the regular hours of work (schedules) for all full-time employees within their jurisdiction. The standard workweek for full-time Blue Collar workers shall be 39 hours. The daily work shift for Blue Collar workers shall include two 15-minute breaks and an unpaid lunch period. All White Collar workers shall work 35 hours in a standard workweek, Monday through Friday. The daily work shift for White Collar workers shall include one 15-minute break and an unpaid one-hour lunch period. The standard workweek for all Public Safety Telecommunicators shall average 40 hours per week within a 14-day period. The work shift for Public Safety Telecommunicators will include a paid one-hour meal period and two 15-minute breaks subject to recall to duty. Existing variations to the standard Blue Collar and White Collar workweek, as established in writing at the time of execution of this contract, shall continue and shall not be changed without prior agreement of the CWA and the City.

B. The City recognizes the disruptive effect of schedule changes on employees, and thus the need for adequate notice. Schedule changes are intended to accommodate the various workloads and situations inherent in the provision of public services in Ocean City. Temporary schedule changes shall be implemented in the following

manner:

1. To accommodate seasonal activities, in which case at least 15 calendar days' notice shall be given. The following shall apply to seasonal schedule changes:
 - a. The "Seasonal" schedule shall commence on May 1st and will extend to September 30th of each year.
 - b. "Seasonal" changes shall apply to the following departments:
 - i. Finance, for revenue operations. To be defined as Parking Meter/Lot, Airport and Transportation Center operations.
 - ii. Community Services, for Music Pier operations.
 - iii. Community Operations "Public Works", specifically for the functions of sanitation, golf course and beach maintenance activities.
 - c. The City shall make all possible attempts to fill the "seasonal" schedules on a voluntary basis. Otherwise, schedules will be filled by title in reverse order of seniority in that title, with the intent being to initially fill schedules with the employees who work within the applicable unit.
 - d. When transitioning into and out of the "Seasonal" schedule each spring and fall, some employees may work one day more or one day less within a given pay period. In such circumstances, those employees working one day less in the pay period will be paid for the full pay period, with no deduction in compensation. Those employees working one day more in a pay period will

receive overtime compensation.

2. To provide for emergency (a sudden, extremely important and unexpected occurrence that affects the public safety) responses, in which case the schedule change will only be for the duration of the emergency. In the event a schedule change is necessary in response to an emergency and no overtime is worked, the appropriate additional payments as defined in paragraph 3 below shall apply.
3. To accommodate projected temporary workloads, in which case 15 calendar days' notice shall be given. For every day worked on a revised schedule in this situation, the following additional payment to the affected employee shall apply:
 - a. For work on a day other than that on the employee's established schedule: \$75 in addition to straight time pay. This provision does not apply if the day is being paid at the overtime rate. This additional pay is for every day other than that on the established schedule.
 - b. For work on a shift starting prior to, or later than the established schedule:
 - i. \$25 per day for shift revisions of less than three (3) hours.
 - ii. \$50 per day for shift revisions of three (3) hours or more.

c. Temporary workload changes shall be limited to 30 consecutive working days and shall not exceed 60 working days in a 12-month period for any one employee.

d. In the event that a schedule change is imposed with less than 15 days' notice, then all hours other than the employee's established schedule will be paid at the time-and-one-half rate, unless otherwise provided.

4. To revise schedules for the mutual accommodations and/or mutual convenience of the City and the employee, provided the accommodation does not adversely affect the economic benefits of any other employees.

C. For any new hires to a CWA position, the City may establish work schedules for such position. This shall not preclude any other CWA employee from applying or competing for such position, or requesting assignment to any newly established schedule. New hires to a CWA position shall be informed of their work schedule prior to appointment. The City will negotiate any of the aforementioned changes with the CWA prior to implementation.

D. Overtime

1. Overtime shall be defined as time worked beyond the full-time employee's regular workweek. Overtime shall be compensated, unless otherwise provided, at the rate of time-and-one-half the employee's regular rate of pay on the following basis:

0 - 15 minutes	no compensation
16 - 30 minutes	.5 hour compensation
31 - 60 minutes	1 hour compensation

Thereafter, all overtime shall be administered in .50 hour segments.

2. If the Department Head, or their designee, gives the employee at least 24 hours' notice of overtime work, the City will then have the option of providing comp time or pay, or a combination thereof. In the event the notice is less than 24 hours, form of payment will be at the employee's discretion.
3. If an employee is requested to work on a holiday, s/he shall be paid for all time worked at the time-and-one-half (1½) rate as per paragraph 2 above, in addition to the regular holiday pay.
4. If s/he is called into work on his/her scheduled day off, the employee shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at time-and-one-half (1½) the employee's regular rate of pay.
5. If an employee is recalled to work, s/he shall receive a minimum of three (3) hours at time-and-one-half (1½) of the employee's regular rate of pay.
6. If an employee is called into work for an emergency (including but not limited to weather-related emergencies), the employee shall be paid at time-and-a-half for all hours worked (exclusive of their normal shift) plus the 30-minute

response time. If the employee in this situation works a total of fewer than three (3) hours, the employee shall receive three (3) hours at time-and-a-half (1½) the employee's regular rate of pay.

7. All employees, upon being personally notified of an emergency, shall report to work within 30 minutes, provided s/he is able to do so; otherwise, s/he shall report as soon as possible.

E. On-Call

1. Upon contract signing, any employee who is designated to be on-call and is not called out during said day shall be paid a stipend of \$35.00 per 24-hour period.
2. On-Call duty shall be assigned on a fair and equal basis.
3. It is understood that the above on-call provision for compensatory time does not apply to Court employees.

F. Court Employees

1. Eligible Court employees can be designated to be on-call for periods of one week (7-day period, from Tuesday to Tuesday, 9 a.m.), with on-call assignments to be rotated among those employees. Those employees designated to be on-call will be provided with a pager and must respond within 30 minutes. Employees placed on-call will be paid a minimum of \$40 for each one-week period. For each incident in a one-week period in which court employees execute court documents at their residence, the

employee will be paid \$20 per incident.

2. In the event a Court employee is recalled to duty to appear at Court or its offices, s/he shall be paid a flat \$50.00 stipend for such appearance. These payments are in lieu of all compensatory time or other overtime payments for on-call or recall of these employees.

G. Accumulation of Compensatory Time

An employee with 240 hours of compensatory time accumulated for hours worked after April 15, 1986, shall be paid for all additional overtime hours worked at the rate of one-and-one-half (1½) times their regular rate of pay until such time as the employee has less than 240 hours of accumulated compensatory time. Accumulated compensatory time shall be taken at the rate of 7.8 hours per day for all Blue Collar workers and 7 hours per day for all White Collar workers. Telecommunicators, and all other employees not on 7.8 or 7-hour work days, shall have accumulated compensatory time taken in increments equivalent to the hours of their regularly scheduled work day for each day taken.

ARTICLE XI

VACATIONS

A. Annual vacations shall be granted as follows:

1. From the date of hire to the end of the first year - one (1) working day for each month worked.

2. From the beginning of the second calendar year until the end of the fifth calendar year - 12 working days.
3. From the beginning of the sixth calendar year until the end of the tenth calendar year - 14 working days.
4. From the beginning of the eleventh calendar year until the end of the fifteenth calendar year - 16 working days.
5. From the beginning of the sixteenth calendar year until the end of the twentieth calendar year - 18 working days.
6. From the beginning of the twenty-first calendar year until the end of the twenty-fifth calendar year - 20 working days.
7. From the beginning of the twenty-sixth calendar year until the date of retirement - 22 working days.

B. If an employee becomes sufficiently ill so as to require in-patient hospitalization while he or she is on vacation, he or she may charge such period of illness and post hospital recuperation against sick leave at his or her option. Said employee must submit proof of hospitalization and physician's certificate as to the need for post hospital recuperation.

C. For members of the Bargaining Unit, vacations shall be picked by seniority, within classification, in each individual Division.

D. Vacation leave shall be taken during the calendar year in which vacation leave is

earned at such time as permitted or directed by the Department Head, unless:

1. The Department Head determines and certifies that it cannot be taken because of pressure of work. The Department Head will document in writing the reason(s) for rejection of vacation requests. It is the intent of the City Management to be reasonable in granting requests for vacation time.
 2. The employee requests to carry over vacation into the next year. The employee will direct such requests in writing to the Department Head. If an employee decides in November to use vacation previously designated as carry-over, the employee must send a written request to the Department Head for approval. The Department Head must send a response to the requesting employee within two (2) calendar weeks.
 3. All vacation for the current year including carry-over time must be scheduled by November 1st. Vacations should be scheduled five (5) working days in advance of the vacation requested.
- E. Any unused vacation (resulting from D-1 or D-2 above) may be carried forward to the next succeeding year only, and will be scheduled by the employee to be taken in the next succeeding year. No more than one-half of an employee's current year's authorized vacation, with a maximum of 10 days, may be carried forward to the next year.
- F. Employees shall not be recalled to work on their vacation except in emergencies.

G. Vacation may be granted in one-half or full day increments.

ARTICLE XII

HOLIDAYS

A. The following shall constitute paid holidays for full-time employees under this Agreement:

01. New Year's Day
02. Martin Luther King Day
03. Presidents' Day
04. Good Friday
05. Memorial Day
06. Independence Day
07. Labor Day
08. Columbus Day
09. Veterans' Day
10. November Election
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day

B. A full-time employee shall be entitled to an additional floating holiday per calendar year if he/she is on payroll by Presidents' Day.

1. This holiday shall be requested similar to other time off.
2. This holiday is not accumulative.

C. For all full-time employees, whenever one of the observed holiday's falls on an employee's regularly scheduled day off, the employee shall have the option of receiving eight (8) hours of straight time pay or eight (8) hours of comp time for that holiday.

ARTICLE XIII

INJURY LEAVE

If any employee is incapacitated and unable to work because of a job-related injury, he/she shall be entitled to Worker's Compensation benefits as outlined below, as well as their full benefits during the period in which he/she is unable to perform his/her duties on the job. Injury leave shall not exceed one year's absence and shall be mutually certified by the employee's own doctor and the City's doctor.

Worker's Compensation Benefits: If an injured worker is disabled, he/she will be eligible to receive temporary disability benefits at a rate of 70% of their average weekly wage, not to exceed the maximum rate or fall below the minimum rate set by statute in effect during the year of the accident. The intent is that the employee will receive a maximum of 100% of their wages because the Worker's Compensation disability payments are not taxable. These benefits are provided during the period when the worker is unable to work and is under active medical care. (Chapter XV of Title 34 of the revised Statutes of the State of New Jersey).

If, however, during the period of disability, the City's doctor releases the employee to work modified duty with restrictions, and if the City has work within those restrictions for which the employee is qualified, the employee is required to work the modified duty for the City.

ARTICLE XIV

SICK LEAVE

A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay.

B. Amount of Sick Leave

1. During the first year of employment only, employees shall be entitled to and accrue one and one-quarter (1¼) calendar sick days per month. Thereafter, sick leave shall be added each year as of January 1st at the rate of 15 calendar days per year per employee, in anticipation of continued employment for the full year.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for sick leave.
3. All full-time and part-time employees may use sick leave in hourly increments, as long as they are at the beginning or at the end of the work day.

C. Reporting of Absence on Sick Leave

1. Employees shall call in prior to the start of their shift in accordance with Departmental procedures. In the event an employee is unable to notify his/her Department Head or designee prior to the start of their shift, a 15-minute grace period will be enacted. Extenuating circumstances shall be given fair consideration.

- a. Failure to so notify the Department Head or designee may be cause for denial of the use of sick leave for that absence and may constitute cause for disciplinary action.
- b. Absence without notice for five (5) consecutive days may constitute a resignation not in good standing.

D. Verification of Sick Leave

- 1. An employee who has been absent on sick leave for three (3) or more consecutive days will be required to submit acceptable medical evidence substantiating the illness.
 - a. An employee who has been absent on sick leave for periods totaling more than 15 days in one calendar year consisting of periods of three (3) days or less shall have his/her sick leave record reviewed by the City and thereafter will be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.
 - b. The City may require proof of illness of an employee on sick leave, whenever there appears to be abuse. Abuse of sick leave shall be cause for disciplinary action.

- c. The Union further acknowledges that the City, through its Business Administrator or his designee, may adopt such sick leave verification policies from time to time to control sick leave abuses as it may deem necessary. A copy of said policy shall be given to the Union 20 days prior to its implementation.
 2. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.
 3. The City may require an employee who has been absent because of personal illness, as a condition of his/her 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/her normal duties and that his/her return will not jeopardize the health of other employees. If an employee is under a specialist's care due to his/her condition, the specialist's release should be sufficient to return the employee to work.
- E. Sick Leave Compensation Upon Retirement/Terminal Leave (full-time employees)
1. If an employee retires without using up all of his/her sick leave, s/he shall be compensated for sick leave as provided herein:
 - a. \$95 per day
 - b. 160 Days will be Flat Fee of \$16,500
 - c. More than 160 Days will be an additional \$95 per day over the 160
 2. All employees have the option of participating in a sick leave payment mutually agreed to by the individual and the Director of Financial Management.

3. The City will not object to an employee withdrawing his/her retirement application prior to the date of actual retirement for reasons of serious illness, subject only to the requirements of the State of New Jersey Division of Pensions and Benefits.
4. If a full-time retirement eligible employee dies prior to retirement with accumulated earned sick leave, his/her estate shall be compensated for any unused sick leave after providing documentation of undisputed rights in inherit.
5. For employees hired after July 1, 2012, the sick leave reimbursement upon retirement is capped at \$7,500.

ARTICLE XV

INSURANCE, HEALTH AND WELFARE

- A. The City provides comprehensive health benefit programs including hospitalization, medical treatment, and major medical coverage. The base plan shall be the NJ Direct15. Employees have option to join other plans and will pay the difference if more expensive than Direct 15.
 1. The City shall provide the State Health Benefit Prescription Plan or equivalent plan.
 2. Maximum benefit coverage for orthodontics shall be \$3,000. Maximum annual dental coverage shall be \$1,500.

- B. The City shall provide a vision care program for the employee and his/her family. Coverage shall be 1/3 co-pay with a maximum benefit of \$500 for the member and/or his/her family, which can include laser eye surgery for the member and/or their family.
- C. The City shall provide a \$25,000.00 life insurance policy on the life of each member. The employee shall designate the beneficiary thereof. Upon separation of service of the member, and at his/her option and cost, the employee may convert said life insurance policy on an individual basis.
- D. If a member dies while in the employ of the City, the City shall continue to provide in full force and effect all insurance benefits as specified in paragraphs A and B above for the member's spouse and children until each child reaches his/her 21st birthday. In the event that there are no children, or the children have already reached their 21st birthday, the surviving spouse benefits will continue for three (3) years, or until the spouse is eligible for Medicare, whichever comes first.
- E. All CWA employees shall be covered by appropriate liability insurance purchased by the City of Ocean City. The City agrees to provide legal representation for all CWA employees if litigation should develop as a result of actions performed in the course of duty as a City employee. Additionally, the City will indemnify and save harmless the CWA employees from any liability for personal injury or property damage which may result from legal actions undertaken by the CWA

employee during the normal course of employment.

F. Retirement Health Benefits

1. A member who retires on/after January 1, 1990, with 25 or more years of permanent full-time service with the City shall be entitled to receive health benefit coverage (medical/major medical) for the retiree and his/her family. Retired employees who are making Chapter 78 contributions shall contribute 10% of the cost of the health insurance.
2. A member who retires on or after January 1, 1996, with 25 or more years of permanent full-time service with the City shall receive prescription benefits with a 1/3 co-pay for the retiree and his/her family.
3. Such coverage for the employee or for the spouse shall not extend beyond the date when each individually reaches the age of 65 or becomes eligible for Medicare/Medicaid, or until the death of said retiree.
 - a. When a member, who retires after January 1, 1992, and his/her spouse becomes eligible for Medicare/Medicaid, Medicare/Medicaid will become the primary provider and the City's health plan shall remain in effect as secondary provider.
 - b. When a member, who retires after January 1, 1996, dies prior to reaching the age of 65, the City shall continue the health benefit coverage entitlement for the member's spouse until his/her death or remarriage and for the retired member's children until each reaches his/her 21st

birthday.

4. Such coverage shall be limited to retirees who are not covered by an equal or better health insurance plan through a future employer. Employees shall certify each year to the City of Ocean City that they are not receiving benefits from any other employer or through their spouse.
5. If a retiree's future employment terminates and thereby discontinues his/her health insurance, she/he must notify the City, Division of Personnel, prior to October 1st so that they might be budgeted and included in the next open enrollment period. In the event the plan does not permit reentry, the retiree shall not be covered.
6. It is understood and agreed that health care coverage for retirees is not retroactive and will only apply to individuals who retire after January 1, 1990, who conform to any restrictions noted above.
7. An employee, upon retirement and at his/her own expense, shall be permitted to continue the comprehensive health benefit program (medical/major medical) for the retiree and his/her family.

G. At least 60 days prior to the City's changing the existing insurance carrier of any benefit, they shall notify the Union, in writing, and provide the Union with a full description of the proposed insurance plan in which the benefits shall be equal or better than those presently in effect.

1. Effective April 1, 2009, the existing health insurance coverage and prescription coverage shall be converted to the State Health Benefits Program in accordance with the terms, conditions and policies of insurance offered under those plans. The base plan shall be Direct 10, other options are at employee election.

2. Beginning January 1, 2016, the base health plan referred to herein shall correspond with NJ Direct 15. The effect of this change is as follows:

- Doctor visit co-pays increase from \$10.00 to \$15.00.
- Out-of-network coinsurance decreases from 80% to 70%. Out-of-pocket maximums remain the same.
- Emergency Room visits increase from \$25.00 to \$100.00.

H. CWA Sponsored Disability Plan

1. The City agrees to make payroll deductions for eligible participants in the CWA sponsored disability plan. The administration of the CWA sponsored disability plan shall rest solely with the CWA. The Director of Financial Management shall promulgate rules and regulations for the implementation and documentation of said deduction. The CWA 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 action by the City in reliance of the deduction documentation and said plan. The CWA shall provide a formal copy of the executed CWA sponsored disability plan to the City prior to implementation of the plan.

2. All CWA employees participating in the CWA sponsored disability plan shall be enrolled in direct deposit and continue direct deposit while enrolled in the CWA sponsored disability plan. Direct Deposit participation shall not be limited to those employees who are enrolled in the CWA sponsored disability plan. The CWA shall encourage its members to enroll in the City's Direct Deposit Program.
 - I. Whenever an employee is out of work due to a suspension for more than 60 days, health benefits will be suspended (with the exception of employees undergoing rehabilitation for substance abuse, or entering rehabilitation for substance abuse as part of discipline) on the 61st day, after which COBRA will be offered in compliance with that regulation.
 - J. Full-time employees who are covered by the City health insurance, may take advantage of the City's Opt Out Program, by complying with that program's provisions, as long as that program is in existence.

ARTICLE XVI

DUES DEDUCTION

- A. The City agrees to deduct from the salaries of its employees subject to this Agreement period ending date of each bi-weekly payroll period dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 52:14-15.9(e)), as amended. Said monies together with records of any corrections shall be transmitted to the Union Treasurer within 15 working days from the payroll.

- B. 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 30 days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for such employee.

- C. The Union will provide the necessary "check-off" authorization form and the Union will secure the signatures of its members on the form and deliver the signed forms to the City Treasurer. 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 action taken by the City in reliance upon salary deduction authorization cards submitted by the Union to the City or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary of the Union advising of such changed deduction.

- D. The Union agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers, agents or members against any employee who refuses or fails to execute an authorization card.
- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the City Treasurer. The filing of notice of withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding the date on which notice of withdrawal is filed, in accordance with N.J.S.A. 52:14-15.9(e) as amended.
- F. Any permanent or provisional employee in the bargaining unit on the effective date of this Agreement who does not join the Union within 30 days of initial employment within the unit, and any permanent employee previously employed with the unit who does not join within 10 days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. This representation fee shall be paid in an amount not greater than 85% of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification on the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of the Agreement as long as the Union remains the majority representative of the employees in the

unit, provided that no modification is made in the provision by a successor agreement between the union and the employer.

- G. 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.
- H. 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.

ARTICLE XVII

UNIFORM ALLOWANCE

- A. The City shall provide an initial uniform issue to be worn by Blue Collar workers and consisting of the following:

- 3 long sleeve shirts
- 3 short sleeve shirts
- 3 pair's trousers
- 1 winter jacket
- 1 summer jacket
- 1 cap
- 1 pair protective shoes
- 1 pair rubber boots
- 1 pair chest waders or hip waders or thigh high boots (employee's choice)
- 1 rain gear
- Appropriate shoulder patches

1. An employee must remain in the employ of the City for three months to retain the initial issue. Thereafter, an employee need only return the patches to the City upon resignation.
2. The City shall provide an annual uniform allowance to all blue collar members that are required to wear uniforms for the maintenance and replacement of clothing used for work, to be paid by October 15th.

Effective January 1, 2020, allowance will be \$750
Effective January 1, 2021, allowance will be \$800
Effective January 1, 2022, allowance will be \$900

3. Eligible employees hired between January 1st and June 30th shall receive \$100 for uniform maintenance in October, if still employed.
 4. Amounts shall be reported to the Internal Revenue Service based upon applicable law.
- B. All uniforms and work clothes damaged in the line of duty shall be replaced by the City no later than 30 days after approval of the Department Head.
- C. All personal items that are damaged, lost or destroyed in the line of duty, which are not covered by insurance, shall be replaced by the City within 30 days after approval of the appropriate Department Head. The City's liability shall not be more than \$300 per incident. The City's liability for non-prescription sunglasses shall be no more than \$100.

- D. In the event that the City originates any change in the present uniform or any part thereof, or a new uniform is required as a result of promotion, the resultant uniform cost shall be borne by the City and shall not be considered as part of that year's annual uniform allowance.

ARTICLE XVIII

TIME OFF

- A. Employees shall be granted time off without deduction from pay or time owed for the following incidents:
1. Death in the immediate family, four (4) working days. Up to one (1) working day will be authorized, if requested for attending services for the death of an aunt, uncle, niece or nephew. Proper notification shall be given to the appropriate division head as soon as possible.
 2. Serious illness (including childbirth) in the immediate family of the employee shall not exceed three (3) working days per year. Serious illness shall be any instance in which such member of the immediate family is either hospitalized or incapacitated while at home with medical certification either verbal or written.

3. Immediate family shall consist of wife, husband, child, mother, father, brother, sister, stepmother, stepfather, stepchild, guardian, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law, brother-in-law and spouse's grandparents.

4. Personal Time

An employee may receive one (1) personal day per calendar year to attend to his/her personal business.

a. Personal time may be used for emergencies, religious holidays or personal matters.

b. A personal day may be taken any time providing there is no scheduling conflict. A scheduling conflict shall mean any time the City would have to compensate someone at premium time to give the employee the day off. Any conflict may be resolved on the basis of seniority within the work unit.

c. Personal time will be granted upon the approval of the immediate Supervisor.

5. Jury Duty will be considered a leave with pay for the time required to attend jury duty that is scheduled either during work hours or during a work shift that would negatively impact on the employee's scheduled work shift.

- a. Employees, who are required to attend jury duty during the work shift and immediately preceding or following their scheduled shift and wholly within the same day, shall be excused from the scheduled work shift.
 - b. Employees shall be granted up to their normal number of work hours in one work day to attend jury duty. Employees, who do not work on a fixed workweek schedule, may be granted up to eight (8) hours' leave in any one work day.
 - c. Employees shall submit written verification of attendance signed by a representative of the court.
6. Any time off under this article shall not be deducted from any other time or benefits owed to the employee, and items 1, 2 and 4 are not to be accumulative.

ARTICLE XIX

GRIEVANCE PROCEDURE

- A. 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 employment under this Agreement. Management and the Union are committed to utilizing this procedure to resolve problems.

- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Division, for the purpose of resolving the issue.
- C. A "grievance" as used herein means any controversy arising over the interpretation, application, or violation of policies, agreements or administrative decisions affecting the terms and conditions of employment of an employee, a group of employees, or the Union.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless a step is waived by mutual consent:
1. Step One – Written grievance (using approved grievance form) to Department Head within 30 calendar days after the occurrence, copy to Union and to Personnel. Within 10 calendar days the Department Head meets with the grievant and renders a written decision. Both parties agree that the date that shall be used to meet the meaning of “the date the grievance was filed” shall be the date stamped by the receiving Department Head’s office.
 2. Step Two – If the grievant is not satisfied with the Step One response (or if no Step One response is received by 15 calendar days after the grievance was submitted at Step One), the grievant may send the Step Two grievance

to the Business Administrator for resolution. The Business Administrator (or designee) has 15 calendar days to meet with the grievant and to render a written decision.

3. Step Three - Binding Arbitration

a. In the event the grievance has not been satisfactorily resolved at Step Two, the Union and only the Union may submit the matter to arbitration on the following conditions:

1. The request for arbitration shall be filed only by the International Representative of the Union.

2. The request for arbitration must be filed in writing with the Public Employment Relations Commission (PERC) no later than 30 working days after receipt of the response or expiration of the time to respond at Step Two.

b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the Department of Personnel. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final.

c. All non-disciplinary grievances, the cost for the service of the arbitrator shall be borne equally by the City and the Union. Any other expenses,

including but not limited to the presentation of witnesses and the preparation of transcripts, shall be paid by the party incurring same.

d. For disciplinary grievances, the cost of the first two arbitration hearings, per year, shall be borne equally by the City and the Union. Thereafter, any additional arbitration costs beyond the first two per year shall be paid by the losing party.

e. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, subtract from, alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

E. The designated Union representatives shall be permitted as members of the grievance committee to confer with employees and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without the loss of pay, provided the conduct of said business shall not diminish the effectiveness of the designated representative's Division or require the recall of off-duty employees, and further provided that permission is granted in advance by the appropriate Department Head or his/her designee.

- F. Any aggrieved party may be represented by the Union's representatives at all stages of the grievance procedure and no reprisals of any kind shall be taken by the City against any party or representative involved in the grievance. A minority organization or outside party may not represent anyone at any stage of the grievance procedure.
- G. All employees who have filed a grievance under this Agreement shall continue to work in accordance with the direction of the Department Head or other supervisory personnel until such grievance is properly determined.

ARTICLE XX

DISCIPLINE AND EVALUATION PROCEDURES

- A. Employees shall be evaluated by their supervisors or other designee at least once, but not more than three times each contract year which is followed by a written evaluation report and by a conference between the employee and the evaluator for the purpose of identifying strengths and weaknesses.
- B. An employee shall be given a copy of the evaluation report prepared by his/her evaluator at least 24 hours before any conference to discuss it. No such report shall be submitted to the Personnel office or placed in the employee's file without prior conference. The employee shall sign the evaluation report and date it when it is presented to him/her. Said signature shall merely indicate that the employee has received a copy of this report. In the event an employee refuses to affix

his/her signature to the evaluation report, the City shall have the right to note such refusal and place the document in the file and the Union shall be notified in writing.

- C. An employee shall have the right to review the contents of his/her personnel file. An employee shall have the right to have a representative of the Union accompany him/her during such review.
- D. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has received a copy of it which shall be indicated by the employee's signature on the document in the file folder of the employee. In the event an employee refuses to affix his/her signature to the document, the City shall have the right to note such refusal and place the document in the file and the Union shall be notified in writing.
- E. No employee shall be disciplined or reduced in compensation without just cause and such action shall be subject to the grievance procedure as follows:
 - 1. For permanent employees, discipline of more than five (5) days shall not be subject to binding arbitration but shall be subject to the New Jersey Department of Personnel procedures. Discipline of five (5) or less days shall be subject to binding arbitration.

2. For provisional employees, discipline and discharge shall not be subject to binding arbitration for the first 90 days of employment. Thereafter, all discipline shall be subject to binding arbitration.
- F. An employee may have a representative of the Union present in any meeting where the matter could adversely affect continued employment, withholding of increment, or disciplinary action.
- G. All disciplinary action, including suspension, taken against any employee shall be done in accordance with New Jersey Department of Personnel Rules and Regulations. In cases when 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/she shall submit a report explaining such action to the Business Administrator within 24 hours. Two copies of said report shall be given immediately to the employee, one copy for the employee and one copy for the Union, at the employee's discretion.
- H. Charges should be brought against any employee within a reasonable time after a documented incident. Reasonable time under most circumstances shall mean 30 days.

ARTICLE XXI

COMMENDATION

Compensatory time off shall be granted to an employee who has received a written commendation from the Mayor for an act of extraordinary bravery at the risk of one's own health and safety.

ARTICLE XXII

WAGES

A. This article lists all of the position titles under the jurisdiction of the CWA, as well as the salary levels for permanent full-time and permanent part-time CWA employees of the City.

B. Salary Committee

Up to three individuals each from the City and the CWA shall meet on a regular basis.

1. This Salary Committee would be jointly chaired by the Human Resources Director and by one CWA official to be designated by the CWA.

2. This Salary Committee will be convened in order to negotiate the grade level whenever a new position title is initiated. When a new position title is initiated, the City will communicate that information to the CWA, and a discussion will be conducted to determine if that title falls under the jurisdiction of the CWA. After that determination is made, if the title does

belong in the CWA, the City will negotiate the grade level of the new position title with the CWA.

3. The City of Ocean City acknowledges its obligation under New Jersey statutes and case law interpreting these statutes that it has an on-going obligation to provide CWA Local 1078 with information it needs to enable the Union to meet its statutory duties and responsibilities as bargaining representative. The City agrees to respond to information requests from the Union, which shall be in writing, within two (2) weeks of the request unless such time is extended by mutual agreement. Should the City reasonably believe that the Union is not entitled to the requested information, it shall provide a written statement specifying with particularity the reason or reasons the Union is not entitled to the information. This statement shall be sent to the President of CWA Local 1078 and to the CWA Staff Representative by delivery-confirmable means within two (2) weeks of the initial request. If the parties cannot agree on the information to be provided, either party may request the assistance of PERC to resolve the matter.
4. The City shall not unilaterally remove a Local 1078 member from the negotiating unit, nor shall the City cease deducting dues and remitting same as called for in the Collective Bargaining Agreement.

C. List of CWA Recognized Full Time Titles and Salary Levels

<u>Level</u>	<u>Title</u>
2	Account Clerk
10	Accountant
12	Administrative Clerk
9	Administrative Secretary
6	Airport Attendant
11	Animal Control Officer
9	Assistant Assessor
17	Assistant Municipal Tax Collector
17	Assistant Purchasing Agent
8	Assistant Recreation Supervisor
12	Assistant Supervisor Building Service
8	Assistant Supervisor of Accounts
12	Assistant Supervisor of Building Services
15	Assistant Supervisor Public Works
15	Assistant Supervisor Recreation Maintenance
3	Assistant Violations Clerk
3	Assistant Violations Clerk, Typing
16	Assistant Zoning Officer
12	Building Inspector
4	Building Maintenance Worker
20	Building Subcode Official
19	Building Superintendent
13	Buyer
2	Clerk 1
4	Clerk 2
9	Clerk 3
16	Code Enforcement Officer
10	Computer Service Technician
16	Deputy Municipal Court Administrator
12	Drafting Technician
20	Electrical Subcode Official
12	Electrician
6	Electricians Helper

17 Electronic Systems Technician 1
 18 Electronic Systems Technician 2
 10 Engineering Aide
 12 Equipment Operator
 19 General Supervisor, Laboring
 19 General Supervisor, Public Works
 19 General Supervisor, Recreation Maintenance
 19 General Supervisor, Streets
 19 General Supervisor, Trades
 12 Greenskeeper
 15 Heating and Air Conditioning Mechanic
 13 Heavy Equipment Operator
 12 Housing Inspector
 7 Identification Officer
 2 Keyboarding Clerk 1
 4 Keyboarding Clerk 2
 9 Keyboarding Clerk 3
 1 Laborer 1
 18 Laborer 3
 16 License Inspector
 6 Maintenance Repairer
 10 Maintenance Repairer, Electrical (HVAC)
 18 Maintenance Supervisor, Grounds
 4 Maintenance Worker 1 Grounds
 12 Maintenance Worker 2 Grounds
 8 Mason
 4 Mason's Helper
 12 Mechanic
 6 Mechanic's Helper
 12 Mechanical Repairer Light Equipment
 12 Meter Worker 2
 18 Office Supervisor
 17 Payroll Supervisor
 6 Plumbers Helper
 20 Plumbing Subcode Official
 9 Principal Account Clerk

9 Principal Account Clerk Typing
 18 Principal Accountant
 17 Principal Purchasing Assistant
 16 Program Development Specialist, Cultural and Heritage
 Affairs
 2 Public Information Assistant
 11 Public Participation Specialist
 8 Public Safety Telecommunicator
 1 Public Safety Telecommunicator Trainee
 6 Public Works Repairer
 8 Purchasing Assistant
 4 Recreation Program Coordinator
 10 Recreation Supervisor
 10 Recreation Supervisor Swimming
 12 Secretarial Assistant
 4 Senior Account Clerk
 4 Senior Account Clerk Typing
 13 Senior Accountant
 12 Senior Building Maintenance Worker
 16 Senior Communications Technician
 16 Senior Computer Service Technician
 15 Senior Electrician
 16 Senior Engineering Aide
 15 Senior Greenskeeper
 12 Senior Maintenance Repairer
 12 Senior Maintenance Repairer Carpenter
 12 Senior Maintenance Repairer Electrician
 12 Senior Maintenance Repairer Plumber
 12 Senior Mason
 15 Senior Mechanic
 15 Senior Mechanical Repairer (Light Equipment)
 4 Senior Public Information Assistant
 12 Senior Public Safety Telecommunicator
 12 Senior Public Works Repairer
 20 Senior Technician MIS
 12 Senior Traffic Maintenance Worker

18 Sewers/Supervisor Streets
12 Stock Clerk
10 Supervising Cashier
18 Supervising Electrician
18 Supervising Equipment Operator
18 Supervising Heating and Air Conditioning Mechanic
18 Supervising Heavy Equipment Operator
18 Supervising Maintenance Repairer
18 Supervising Maintenance Repairer Carpentry
19 Supervising Mechanic
18 Supervising Mechanical Repairer Light Equipment
18 Supervising Plumber
15 Supervising Public Safety Telecommunicator
18 Supervisor Building Service
9 Supervisor of Accounts
18 Supervisor Public Works
18 Supervisor Recreation Maintenance
18 Supervisor Sanitation
18 Supervisor Traffic Maintenance
9 Technical Assistant 3
9 Technical Assistant, Construction Official
16 Technical Assistant, Land Use
8 Tourism Representative
4 Traffic Maintenance Worker
12 Traffic Signal Electrician
6 Truck Driver
10 Truck Driver, Heavy
4 Violations Clerk
4 Violations Clerk Typing
15 Welder
19 Zoning Officer

E. CWA Part-Time Permanent/Provisional/Temporary Employees

	1	2	3	4	5	6	7	8	9
<u>Effective 1/1/2019</u>									
Level A	\$ 11.10	\$ 11.60	\$ 12.10	\$ 12.60	\$ 13.10	\$ 13.60	\$ 14.10	\$ 14.60	\$ 15.10
Level B	\$ 13.90	\$ 14.40	\$ 14.90	\$ 15.40	\$ 15.90	\$ 16.40	\$ 16.90	\$ 17.40	\$ 17.90
Level C	\$ 15.25	to	\$ 30.50						
Level D	\$ 19.50	to	\$ 32.00						
Level E	\$ 31.00	to	\$ 43.00						
<u>Effective 1/1/2020</u>									
Level A	\$ 11.35	\$ 11.85	\$ 12.35	\$ 12.85	\$ 13.35	\$ 13.85	\$ 14.35	\$ 14.85	\$ 15.35
Level B	\$ 14.15	\$ 14.65	\$ 15.15	\$ 15.65	\$ 16.15	\$ 16.65	\$ 17.15	\$ 17.65	\$ 18.15
Level C	\$ 15.50	to	\$ 31.00						
Level D	\$ 19.75	to	\$ 32.75						
Level E	\$ 31.25	to	\$ 43.75						
<u>Effective 1/1/2021</u>									
Level A	\$ 11.60	\$ 12.10	\$ 12.60	\$ 13.10	\$ 13.60	\$ 14.10	\$ 14.60	\$ 15.10	\$ 15.60
Level B	\$ 14.40	\$ 14.90	\$ 15.40	\$ 15.90	\$ 16.40	\$ 16.90	\$ 17.40	\$ 17.90	\$ 18.40
Level C	\$ 15.75	to	\$ 31.50						
Level D	\$ 20.00	to	\$ 33.50						
Level E	\$ 31.50	to	\$ 44.50						
<u>Effective 1/1/2022</u>									
Level A	\$ 11.85	\$ 12.35	\$ 12.85	\$ 13.35	\$ 13.85	\$ 14.35	\$ 14.85	\$ 15.35	\$ 15.85
Level B	\$ 14.65	\$ 15.15	\$ 15.65	\$ 16.15	\$ 16.65	\$ 17.15	\$ 17.65	\$ 18.15	\$ 18.65
Level C	\$ 16.00	to	\$ 32.00						
Level D	\$ 20.25	to	\$ 34.25						
Level E	\$ 31.75	to	\$ 45.25						

Level A Titles

- Account Clerk
- Building Maintenance Worker
- Cashier
- Clerk 1
- Keyboarding Clerk 1
- Golf Ranger
- Laborer
- Recreation Aide
- Maintenance Worker 1 Grounds
- School Traffic Guard*

Telephone Operator

School Traffic Guards hired after January 1, 2009, shall be Level B

Level B Titles

Assessing Aide

Assistant Violations Clerk

Clerk 1 (Postal only)

Identification Officer

Lifeguard (Pool)

Maintenance Repairer

PS Telecommunicator Trainee

Recreation Leader

Senior Account Clerk

Senior Building Maintenance Worker

Senior Cashier

Senior Clerk

Keyboarding Clerk 2

Senior Golf Ranger

Senior Telephone Operator

Truck Driver

Water Safety Instructor

School Traffic Guard (hired after January 1, 2009)

Level C Titles

Accountant

Airport Attendant

Animal Control Officer

Assistant Supervisor Building Services

Assistant Zoning Officer

Building Inspector

Code Enforcement Officer

Communication Technician

Equipment Operator

Fire Official
Fire Protection Subcode Official
Housing Inspector
Mechanic
PS Telecommunicator
Principal Account Clerk
Principal Cashier
PW Inspector
Senior Assessing Aide
Senior Identification Officer
Senior Maintenance Repairer
Technical Assistant 3
Technical Assistant MIS
Truck Driver Heavy

Level D Titles

Recreation Leader (Aerobics Instructor)
Recreation Leader (Yoga)
Recreation Leader (Aqua)
Geographic Information Systems Specialist 3

Level E Title

Plumbing Subcode Official

E. Out Of Title Wages

Work assignments that are inconsistent with an employee's normal duties are discouraged by the City and the Union. The City and the Union agree to jointly pursue a timely resolution of any existing situation of employee work assignments that are inconsistent with their job title. In the event management designates an employee to work Out Of Title, that employee shall be paid at the rate of \$15.00

per day after the 2nd consecutive day. The Out Of Title Wages will apply to any CWA employee who is required to perform work outside of his/her job title at a higher level position. Designation of an employee to work Out Of Title shall be in writing, prior to the commencement of the work, except in the case of an emergency. An Out Of Title designation shall be issued from the Department Head or designee. Once the Out Of Title assignment reaches the 121st consecutive calendar day, the Out Of Title daily rate becomes \$30.

F. Wage Increments

1. All employees shall be eligible for step increases annually, provided they have received not less than a satisfactory rating the previous year.
2. All employees hired prior to July 1st in any given year shall be eligible to receive the appropriate increment. All employees hired from July 1st through December 31st shall not be eligible for increment until the second January 1st they have been in the employ of the City. All other increments shall be payable January 1st of any given year.
3. Employees working in Level D and Level E Titles will receive an increase in wages annually of \$.50/hour, provided they have received not less than a satisfactory rating the previous year.

G. Promotions

A full-time CWA employee, who is promoted during the year, shall receive a minimum of a \$1,000 prorated increase to his/her annual salary. If the promotion title level and maximum step does not provide a \$1,000 increase, then the individual will receive the difference between their new promotional base and \$1,000 in a one-time lump-sum payment. In no case can the maximum base salary exceed the maximum salary on the wage guide. If the promoted individual is not eligible for a step in January, then their annual salary, including the prorated stipend, will be adjusted by the negotiated percentage increase for other CWA wages.

H. Dual Pay Rates

Dual pay rates refer to employees working in two different jobs in the same Department or different divisions within the same Department that have different rates of non-overtime wages.

Base rate of pay - Employee will be paid at the rate for the job title as it is entered in payroll during the hours worked in that title and capacity.

Overtime - Recognizing that on the occasion(s) when a non-exempt hourly employee has been authorized to earn overtime pay when necessitated by unanticipated or abnormal workload situations, overtime rates solely for this dual position/dual pay occurrence will apply. Overtime shall be defined as all

hours actually worked in excess of a regularly scheduled forty (40) hours per week or eighty (80) hours per pay period. "Hours worked" for purposes of computing overtime shall be consistent with requirements established by the Fair Labor Standards Act and other applicable law. When an employee works at two or more different types of positions for which different straight time rates have been established, the regular overtime rate shall be the weighted average of such rates.

I. Wage Increases

1. Full-Time Employees:

Effective 1/1/2019, a 2.00% increase plus increments and longevity.

Effective 1/1/2020, a 1.75% increase plus increments and longevity.

Effective 1/1/2021, a 1.75% increase plus increments and longevity.

Effective 1/1/2022, a 2.00% increase plus increments and longevity.

2. Part-Time Employees:

Effective 1/1/2019, a \$.25/hour increase plus increments.

Effective 1/1/2020, a \$.25/hour increase plus increments.

Effective 1/1/2021, a \$.25/hour increase plus increments.

Effective 1/1/2022, a \$.25/hour increase plus increments.

3. All full-time employees hired after January 1, 2009 shall have a new wage scale equivalent to 95 percent of that year's wage scale.

CWA 1078 WAGE SCALE										
		1	2	3	4	5	6	7	8	9
HIRED PRIOR TO 12/31/2008										
2.00%	Effective 1/1/2019									
	1	39,055	41,300	43,544	45,788	48,032	50,276	52,520	54,765	57,007
	2	39,540	41,563	43,588	46,329	48,468	50,605	52,742	54,880	57,018
	3	40,774	42,806	44,838	46,870	48,901	50,933	52,963	54,995	57,026
	4	42,090	44,887	47,684	50,482	53,277	56,075	58,872	61,669	64,467
	5	43,524	45,992	48,457	50,922	53,388	57,546	60,493	63,441	66,389
	6	43,524	46,624	49,721	52,819	55,918	59,016	62,113	65,213	68,310
	7	45,948	48,492	51,035	53,579	56,124	59,731	62,598	65,467	68,335
	8	47,252	49,890	52,529	55,167	57,806	60,444	63,083	65,720	68,360
	9	47,444	50,241	52,921	55,757	58,591	61,427	64,261	67,095	68,502
	10	47,635	50,587	53,539	56,491	59,443	62,394	65,346	68,298	71,252
	11	47,827	50,944	54,060	57,177	60,294	63,411	66,528	69,645	72,376
	12	48,014	51,296	54,578	57,862	61,144	64,426	67,710	70,992	74,274
	13	49,767	52,108	55,279	58,287	61,295	65,933	69,303	72,671	76,040
	14	50,512	53,244	55,978	58,710	61,444	67,439	70,895	74,349	77,807
	15	51,231	54,773	58,317	61,859	65,402	68,944	72,488	76,030	79,573
	16	53,797	57,723	61,650	65,578	69,505	72,860	75,687	78,515	81,342
	17	58,724	61,552	64,379	65,578	69,505	73,431	77,359	80,992	83,370
	18	59,581	63,632	67,685	71,736	75,789	79,840	80,625	81,286	85,214
	19	64,347	66,727	69,104	75,728	79,484	83,238	86,994	87,944	91,995
	20	69,338	72,797	76,256	79,717	83,177	86,636	90,097	93,557	97,016
1.75%	Effective 1/1/2020									
	1	39,739	42,022	44,306	46,589	48,873	51,156	53,440	55,723	58,005
	2	40,232	42,290	44,350	47,139	49,316	51,490	53,665	55,841	58,015
	3	41,488	43,555	45,623	47,690	49,757	51,824	53,890	55,957	58,024
	4	42,826	45,673	48,519	51,365	54,210	57,056	59,902	62,748	65,595
	5	44,286	46,796	49,305	51,814	54,322	58,553	61,551	64,551	67,551
	6	44,286	47,440	50,591	53,743	56,897	60,049	63,200	66,354	69,506
	7	46,752	49,341	51,928	54,517	57,106	60,776	63,694	66,613	69,531
	8	48,079	50,763	53,448	56,132	58,818	61,501	64,187	66,870	69,556
	9	48,274	51,120	53,847	56,732	59,616	62,502	65,386	68,269	69,701
	10	48,469	51,472	54,476	57,479	60,483	63,486	66,490	69,493	72,499
	11	48,664	51,835	55,006	58,178	61,349	64,521	67,692	70,864	73,642
	12	48,855	52,194	55,534	58,875	62,214	65,554	68,895	72,234	75,574
	13	50,638	53,020	56,246	59,307	62,368	67,087	70,515	73,942	77,371
	14	51,395	54,176	56,958	59,738	62,520	68,620	72,136	75,650	79,169
	15	52,128	55,732	59,338	62,941	66,547	70,151	73,756	77,360	80,966
	16	54,738	58,734	62,729	66,726	70,721	74,135	77,012	79,889	82,765
	17	59,752	62,629	65,505	66,726	70,721	74,716	78,713	82,410	84,829
	18	60,624	64,746	68,870	72,992	77,116	81,238	82,036	82,708	86,705
	19	65,473	67,894	70,313	77,053	80,875	84,695	88,517	89,483	93,605
	20	70,551	74,071	77,591	81,112	84,632	88,152	91,674	95,194	98,714

CWA 1078 WAGE SCALE										
		1	2	3	4	5	6	7	8	9
1.75%	Effective 1/1/2021									
	1	40,434	42,758	45,081	47,404	49,728	52,051	54,375	56,698	59,020
	2	40,936	43,030	45,127	47,964	50,179	52,391	54,604	56,818	59,031
	3	42,214	44,318	46,421	48,524	50,628	52,731	54,833	56,936	59,040
	4	43,576	46,472	49,368	52,264	55,158	58,054	60,950	63,847	66,743
	5	45,061	47,615	50,168	52,720	55,273	59,578	62,628	65,681	68,733
	6	45,061	48,270	51,477	54,684	57,893	61,100	64,306	67,515	70,722
	7	47,570	50,204	52,837	55,471	58,105	61,839	64,808	67,779	70,748
	8	48,921	51,651	54,384	57,114	59,847	62,578	65,310	68,041	70,773
	9	49,119	52,015	54,789	57,725	60,660	63,596	66,530	69,464	70,920
	10	49,317	52,373	55,429	58,485	61,541	64,597	67,653	70,709	73,767
	11	49,515	52,742	55,969	59,196	62,423	65,650	68,877	72,104	74,931
	12	49,710	53,108	56,505	59,905	63,303	66,701	70,100	73,498	76,896
	13	51,524	53,947	57,231	60,345	63,459	68,261	71,749	75,236	78,725
	14	52,295	55,124	57,954	60,783	63,614	69,820	73,398	76,974	80,554
	15	53,040	56,707	60,376	64,043	67,712	71,379	75,047	78,714	82,383
	16	55,696	59,761	63,827	67,893	71,958	75,433	78,360	81,287	84,214
	17	60,798	63,725	66,652	67,893	71,958	76,024	80,090	83,852	86,313
	18	61,685	65,879	70,075	74,269	78,465	82,659	83,472	84,155	88,222
	19	66,619	69,082	71,544	78,401	82,290	86,177	90,066	91,049	95,243
	20	71,786	75,367	78,949	82,532	86,113	89,695	93,278	96,860	100,441
2.00%	Effective 1/1/2022									
	1	41,243	43,613	45,983	48,353	50,722	53,092	55,462	57,832	60,200
	2	41,755	43,891	46,029	48,924	51,182	53,439	55,696	57,954	60,211
	3	43,058	45,204	47,349	49,495	51,640	53,786	55,929	58,075	60,220
	4	44,447	47,401	50,355	53,309	56,261	59,215	62,169	65,123	68,077
	5	45,962	48,568	51,171	53,775	56,378	60,769	63,881	66,994	70,108
	6	45,962	49,235	52,506	55,777	59,050	62,321	65,593	68,866	72,137
	7	48,521	51,208	53,893	56,580	59,267	63,076	66,104	69,134	72,163
	8	49,899	52,684	55,471	58,257	61,044	63,829	66,616	69,401	72,189
	9	50,101	53,055	55,885	58,880	61,873	64,868	67,860	70,853	72,339
	10	50,303	53,421	56,538	59,655	62,772	65,889	69,006	72,124	75,243
	11	50,505	53,797	57,088	60,380	63,671	66,963	70,254	73,546	76,430
	12	50,704	54,170	57,636	61,103	64,569	68,035	71,502	74,968	78,434
	13	52,555	55,026	58,375	61,552	64,728	69,626	73,184	76,741	80,300
	14	53,341	56,226	59,113	61,999	64,886	71,217	74,866	78,514	82,165
	15	54,101	57,841	61,583	65,324	69,066	72,806	76,548	80,288	84,031
	16	56,810	60,957	65,103	69,251	73,398	76,941	79,927	82,912	85,898
	17	62,014	64,999	67,985	69,251	73,398	77,544	81,692	85,529	88,040
	18	62,919	67,197	71,476	75,755	80,034	84,312	85,141	85,839	89,987
	19	67,951	70,464	72,975	79,969	83,936	87,901	91,867	92,870	97,148
	20	73,221	76,875	80,528	84,183	87,836	91,489	95,144	98,797	102,450

CWA 1078 WAGE SCALE										
		1	2	3	4	5	6	7	8	9
HIRED ON OR AFTER 1/1/2009										
2.00%	Effective 1/1/2019									
	1	37,103	39,235	41,367	43,498	45,630	47,762	49,894	52,026	54,157
	2	37,563	39,485	41,408	44,012	46,044	48,074	50,105	52,136	54,167
	3	38,736	40,666	42,596	44,526	46,456	48,386	50,315	52,245	54,175
	4	39,985	42,643	45,300	47,958	50,613	53,271	55,928	58,586	61,243
	5	41,348	43,692	46,034	48,376	50,718	54,669	57,468	60,269	63,070
	6	41,348	44,293	47,235	50,178	53,122	56,065	59,008	61,952	64,895
	7	43,650	46,068	48,483	50,900	53,318	56,744	59,468	62,194	64,918
	8	44,890	47,395	49,903	52,408	54,916	57,421	59,929	62,434	64,942
	9	45,072	47,729	50,275	52,969	55,661	58,356	61,048	63,740	65,077
	10	45,253	48,058	50,862	53,666	56,470	59,275	62,079	64,883	67,689
	11	45,435	48,396	51,357	54,318	57,280	60,241	63,202	66,163	68,757
	12	45,614	48,732	51,850	54,969	58,087	61,205	64,324	67,442	70,560
	13	47,279	49,502	52,515	55,373	58,230	62,636	65,837	69,037	72,238
	14	47,986	50,582	53,179	55,775	58,372	64,067	67,350	70,632	73,917
	15	48,670	52,035	55,401	58,766	62,132	65,497	68,864	72,228	75,595
	16	51,107	54,837	58,567	62,299	66,029	69,217	71,903	74,589	77,275
	17	55,788	58,474	61,160	62,299	66,029	69,759	73,491	76,943	79,201
	18	56,602	60,451	64,301	68,150	72,000	75,848	76,594	77,221	80,953
	19	61,130	63,390	65,649	71,941	75,510	79,076	82,645	83,547	87,396
	20	65,871	69,157	72,444	75,732	79,018	82,304	85,592	88,879	92,165
1.75%	Effective 1/1/2020									
	1	37,752	39,921	42,090	44,260	46,429	48,598	50,768	52,937	55,104
	2	38,220	40,176	42,133	44,783	46,850	48,916	50,981	53,049	55,115
	3	39,414	41,378	43,341	45,305	47,269	49,233	51,195	53,159	55,123
	4	40,685	43,389	46,093	48,797	51,499	54,203	56,907	59,611	62,315
	5	42,072	44,457	46,840	49,223	51,606	55,625	58,474	61,324	64,174
	6	42,072	45,068	48,062	51,056	54,052	57,046	60,040	63,036	66,031
	7	44,414	46,874	49,332	51,791	54,251	57,737	60,509	63,282	66,054
	8	45,675	48,225	50,776	53,326	55,877	58,426	60,977	63,527	66,078
	9	45,860	48,564	51,155	53,896	56,635	59,377	62,116	64,856	66,216
	10	46,045	48,899	51,752	54,605	57,459	60,312	63,165	66,019	68,874
	11	46,230	49,243	52,256	55,269	58,282	61,295	64,308	67,321	69,960
	12	46,412	49,584	52,757	55,931	59,103	62,276	65,450	68,622	71,795
	13	48,106	50,369	53,434	56,342	59,249	63,732	66,990	70,245	73,503
	14	48,826	51,467	54,110	56,751	59,394	65,189	68,529	71,868	75,210
	15	49,522	52,945	56,371	59,794	63,220	66,643	70,069	73,492	76,918
	16	52,002	55,797	59,592	63,389	67,185	70,429	73,161	75,894	78,627
	17	56,764	59,497	62,230	63,389	67,185	70,980	74,777	78,289	80,587
	18	57,593	61,509	65,426	69,342	73,260	77,176	77,934	78,573	82,370
	19	62,200	64,500	66,798	73,200	76,831	80,460	84,091	85,009	88,925
	20	67,024	70,367	73,711	77,057	80,401	83,745	87,090	90,434	93,778

CWA 1078 WAGE SCALE										
		1	2	3	4	5	6	7	8	9
1.75%	Effective 1/1/2021									
	1	38,413	40,620	42,827	45,034	47,241	49,449	51,656	53,863	56,069
	2	38,889	40,879	42,870	45,566	47,670	49,772	51,874	53,977	56,079
	3	40,103	42,102	44,100	46,098	48,096	50,095	52,091	54,089	56,088
	4	41,397	44,148	46,900	49,651	52,400	55,152	57,903	60,654	63,405
	5	42,808	45,235	47,659	50,084	52,509	56,599	59,497	62,397	65,297
	6	42,808	45,856	48,903	51,950	54,998	58,045	61,091	64,139	67,186
	7	45,191	47,694	50,195	52,697	55,200	58,747	61,568	64,390	67,210
	8	46,475	49,069	51,665	54,259	56,855	59,449	62,045	64,639	67,234
	9	46,663	49,414	52,050	54,839	57,627	60,416	63,203	65,991	67,374
	10	46,851	49,754	52,658	55,561	58,464	61,367	64,271	67,174	70,079
	11	47,039	50,105	53,171	56,236	59,302	62,367	65,433	68,499	71,184
	12	47,224	50,452	53,680	56,910	60,138	63,366	66,595	69,823	73,051
	13	48,948	51,250	54,369	57,328	60,286	64,848	68,162	71,474	74,789
	14	49,680	52,368	55,057	57,744	60,433	66,329	69,728	73,126	76,526
	15	50,388	53,872	57,357	60,841	64,326	67,810	71,295	74,778	78,264
	16	52,912	56,773	60,635	64,499	68,361	71,661	74,442	77,222	80,003
	17	57,758	60,538	63,319	64,499	68,361	72,222	76,086	79,659	81,998
	18	58,601	62,585	66,571	70,556	74,542	78,526	79,298	79,948	83,811
	19	63,288	65,628	67,967	74,481	78,176	81,868	85,562	86,497	90,481
	20	68,196	71,599	75,001	78,405	81,808	85,210	88,614	92,017	95,419
2.00%	Effective 1/1/2022									
	1	39,181	41,432	43,684	45,935	48,186	50,438	52,689	54,940	57,190
	2	39,667	41,696	43,728	46,478	48,623	50,767	52,911	55,057	57,201
	3	40,905	42,944	44,982	47,020	49,058	51,097	53,133	55,171	57,209
	4	42,225	45,031	47,838	50,644	53,448	56,255	59,061	61,867	64,674
	5	43,664	46,139	48,613	51,086	53,559	57,731	60,687	63,645	66,603
	6	43,664	46,773	49,881	52,989	56,098	59,205	62,313	65,422	68,530
	7	46,095	48,648	51,199	53,751	56,304	59,922	62,799	65,678	68,554
	8	47,404	50,050	52,698	55,344	57,992	60,638	63,285	65,931	68,579
	9	47,596	50,402	53,091	55,936	58,779	61,624	64,467	67,311	68,722
	10	47,788	50,750	53,711	56,672	59,634	62,595	65,556	68,517	71,481
	11	47,980	51,107	54,234	57,361	60,488	63,615	66,742	69,869	72,608
	12	48,169	51,461	54,754	58,048	61,341	64,633	67,927	71,220	74,512
	13	49,927	52,275	55,457	58,474	61,492	66,145	69,525	72,904	76,285
	14	50,674	53,415	56,158	58,899	61,642	67,656	71,123	74,588	78,057
	15	51,396	54,949	58,504	62,058	65,613	69,166	72,721	76,274	79,829
	16	53,970	57,909	61,848	65,789	69,728	73,094	75,930	78,767	81,603
	17	58,913	61,749	64,585	65,789	69,728	73,667	77,608	81,252	83,638
	18	59,773	63,837	67,903	71,967	76,033	80,097	80,884	81,547	85,487
	19	64,554	66,941	69,326	75,971	79,739	83,506	87,274	88,227	92,291
	20	69,560	73,031	76,501	79,973	83,444	86,914	90,387	93,857	97,327

ARTICLE XXIII

PART-TIME EMPLOYEES

- A. Permanent/provisional part-time employees will be supplied uniforms, if required by the City. Each year after a permanent part-time Public Works Blue Collar employee, a Community Services Music Pier Blue Collar employee, and an Animal Control Officer work 500 hours, those employees shall be entitled to a \$200 uniform allowance for the maintenance and replacement of their work uniform, paid by October 15th. Clothing must be in an acceptable condition for wear on duty. Administration of this allowance shall be the same as the full-time employee allowance.
- B. Permanent/provisional part-time employees shall receive vacation on a prorated basis. For part-time employees, any vacation time remaining at the end of a calendar year shall be paid to the employee by February 28th following the year in which the vacation was earned.
- C. Permanent/provisional part-time employees are entitled to sick time on a pro-rated basis.
- D. Permanent/provisional part-time employees shall be entitled to time-and-one-half (1.5) for the hours worked on the following holidays:
New Year's Day
Memorial Day (observed on a Monday)
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

A lump sum payment in lieu of non-worked holidays will be paid in February of the following year, as follows:

<u>Hours Worked</u>	<u>Total Payment In Lieu of Non-Worked Holidays</u>
800 to 1,000	\$50.00
1,001 to 1,300	\$100.00
1,301 to 1,456	\$150.00

E. Permanent/provisional part-time employees are entitled to prorated bereavement time for pre-scheduled work immediately following a death in the immediate family.

F. All permanent part-time and provisional part-time employees, who work in excess of the following hours in a calendar year (actual hours worked, exclusive of calculated time off), shall receive a stipend payable in February of the following year, as follows:

<u>Hours Worked</u>	<u>Stipend</u>
800 to 1,000	\$500.00
1,001 to 1,300	\$1,000.00
1,301 to 1,456	\$1,500.00

G. CWA part-time permanent/provisional temporary employees – See Article XXII for rates of pay and classification titles.

H. All part-time permanent/provisional employees in Levels A and B must work a minimum of 400 hours in the previous calendar year in order to be eligible for a step increase, except for Level D and E employees, as specified in Article XXII-F-

3. Level C employees who work a minimum of 400 hours in the previous calendar year are eligible for an additional \$.25/hour.
- I. Part-time permanent/provisional employees may work a total of 1,456 hours during a calendar year, exclusive of prorated time off.
 - J. A part-time employee, who is scheduled to work but instead serves Jury Duty, will be paid for the hours the employee was scheduled to work. Any granted paid leave hours resulting from served time for Jury Duty for regularly scheduled shifts will count as actual hours worked for the purposes of eligibility for any annual stipend.
 - K. Part-time employees are permitted to use sick and vacation leave in hourly increments, as long as it is at the beginning or the end of their work day.
 - L. Part-time Public Safety Telecommunicators and Public Safety Telecommunicator Trainees must work a minimum of 12 hours per calendar month. If this requirement is not met, the employee must schedule refresher training for at least six hours per month. If the employee does not meet the above minimum hours, that employee will be placed on the inactive list and will not be called for shifts until the refresher training has been completed. If an employee remains on the inactive list for a period of two months, the employee will be terminated. An employee who does not work any shifts for a three-month period, but who does perform refresher training at least six hours per month, will be put on the inactive

list until a shift is completed within 30 days of notice.

ARTICLE XXIV

LONGEVITY

A. All full time employees hired prior to January 1, 1997, shall receive longevity compensation which shall be computed in the following manner:

<u>Years of Service</u>	<u>Compensation</u>
5 – 9	2%
10 – 14	5%
15 – 19	8%
20 – 23	10%
24 +	12%

B. All employees hired from January 1st through June 30th shall receive their longevity retroactive to January 1st of the year hired. All employees hired from July 1st through December 31st shall receive their longevity pay, which shall be computed from the January 1st next following the date of their hire.

C. All full time employees hired on or after January 1, 1997, shall receive longevity compensation which shall be computed in the following manner:

Beginning in the tenth year of service, \$100 multiplied by total years of service.

D. All full-time employees hired on or after January 1, 2009, shall not receive longevity.

ARTICLE XXV

HEALTH AND SAFETY

- A. The City agrees to provide a safe and healthful place to work.
- B. The City agrees to provide the Union and employee who so requests the chemical names of any substances used in the workplace, as well as a copy of the appropriate Material Safety Data Sheet (MSDS).
- C. There shall be a Health and Safety Committee whose mission will be to address city-wide health and safety issues. This committee shall be comprised of the following members:
 - 1. The Human Resources Director and one member of Middle Management.
 - 2. Two CWA members.
 - a. The two CWA committee members and one other CWA member may visit job sites after employees from that site have submitted safety or health problems, in writing, to the Business Administrator and to the Health and Safety Committee. Prior to submission of health and safety problems to the Business Administrator, a reasonable attempt shall be made to address the problem with the appropriate manager and/or department head. Health and safety problems submitted in writing to the Business Administrator shall be copied to the department head. Health and safety problems submitted in writing to the

department head shall be copied to the Business Administrator and to the Human Resources Director.

ARTICLE XXVI

COURT TIME

- A. If an employee is required to appear in Court on City related business on his/her day off or time off, he/she shall be compensated according to Article X, Overtime.
- B. If an employee is required to appear in Court on City related business he/she is expected to be dressed in suitable fashion, and said employee shall suffer no loss in pay during working hours.

ARTICLE XXVII

EDUCATIONAL BENEFITS

- A. The City shall pay for tuition and books for all courses whose resulting knowledge may be directly utilized in job performance. The courses shall be authorized in advance by the Department Head and the employee shall be compensated for pre-approved costs 30 days after successful completion of the approved course(s) and filing of the proper documentation.
- B. Effective January 1, 1991, in addition to his/her salary, each member shall receive an additional stipend for an earned degree as follows:
 - 1. After March 30, 1994, programs leading to State certification following successful completion of exam and certificate as well as technical degree -

\$200.00 plus \$1,000.00 at the end of the third (3rd) anniversary year of obtaining the initial payment provided still employed by the City.

2. After March 30, 1994, an Associate degree - \$400.00 plus \$2,000.00 at the end of the fourth (4th) anniversary year of obtaining the initial payment provided still employed by the City.
 3. Effective January 1, 1991, a Bachelor degree - \$800.00 plus \$4,000.00 at the end of the fifth (5th) anniversary year of obtaining the initial payment provided still employed by the City.
- C. Upon hire, any degree previously earned may be submitted for review to the Human Resources Director.
- D. The City will pay for only one degree/certification from an accredited college or City approved technical school. If an additional higher degree is earned by the employee, the employee shall be entitled to the difference between the earned degrees as noted in B above.
- E. Members must submit a copy of an official transcript from the institution to the Department Head, the Human Resources Office, and a representative of the Union, in order to take advantage of this Article.

ARTICLE XXVIII

MUTUAL COOPERATION PLEDGE

- A. The Union hereby agrees that during the term of this Agreement, it will not authorize a strike or illegal job action against the City.
- B. 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 XXIX

MISCELLANEOUS PERSONNEL PRACTICES

- A. All employees shall be made aware of any reports or charges made against him/her. He/she shall have the right to remain silent until he/she consults with an attorney or the Union.
- B. 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 Ocean City.
- C. A committee of management and Union members will be formed to meet for the purpose of managing the contract and exploring areas of mutual concern during the term of this contract. They shall meet at least once per year.
- D. A member who is required to hold a Commercial Driver's License (CDL) for his/her job duties shall be reimbursed for the driver's license fee. It is understood

that this reimbursement is not retroactive and will apply only to initial or renewal licenses acquired after the signing of this contract. A receipt for the fee and a copy of the license should be submitted to the Department Head as documentation.

1. A member will be reimbursed for a physical required to renew a CDL license in an amount not to exceed \$50.

ARTICLE XXX

SEVERABILITY AND SAVINGS

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

ARTICLE XXXI

JOB POSTING AND VACANCIES

- A. All job vacancies shall be posted on the Human Resource Division's bulletin boards for a minimum of seven (07) calendar days prior to filling the position.
- B. The Union president shall be provided with a copy of the posting.

ARTICLE XXXII

UNION BULLETIN BOARDS

The City hereby agrees to install in a prominent non-public location in each work area a bulletin board for the exclusive use of the Union. The Union shall supply the bulletin boards.

ARTICLE XXXIII

SCHOOL CROSSING GUARDS

School Crossing Guards shall be entitled to all the provisions of this Contract except as modified below:

- A. The City will provide each school crossing guard with a work uniform as determined and defined by the Ocean City Police Chief.
- B. Each school crossing guard shall receive six and one-quarter (6¼) sick leave days per school year, which shall be accumulated without maximum limitation from year to year. For purposes of this sub-section, a school year shall consist of two contiguous semesters.
- C. The City will contribute to the New Jersey Public Employee Retirement System those amounts statutorily mandated for each of the crossing guards.
- D. The City shall provide to the four (4) regular crossing guards health benefits to include hospitalization, medical treatment, major medical, surgical fees and office

visits. New school crossing guards hired after January 1, 2009, shall not receive health benefits, and their grade shall be Level B.

- E. School crossing guards shall not be entitled to vacations (Article XI) and holidays (Article XII).

ARTICLE XXXIV

FAIR LABOR STANDARDS ACT

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

1. The exercising of any election or option available to it under the FLSA 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 ensure compliance with the provisions of FLSA.

Notwithstanding the provisions of this Article, other articles of this Agreement control payment.

ARTICLE XXXV

SENIORITY

- A. Seniority is defined as continuous unbroken service with the employer.
Seniority shall be given strong consideration by the employer with respect to promotion.
- B. Seniority shall prevail in the selection of vacation schedules and work schedules.
- C. The Union shall provide the City with a Seniority List on October 1st of each year.

ARTICLE XXXVI

FULLY BARGAINED CLAUSE

This agreement represents and incorporates a complete and final understanding of settlement by all the parties of all bargain able issues which were or could have been the subject of negotiations. During the term of this agreement, neither party was 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 parties for the time they negotiated or signed this agreement.

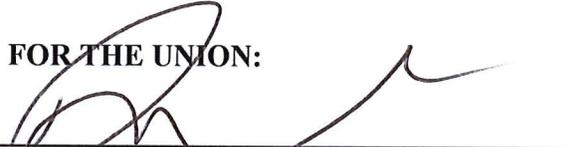
ARTICLE XXXVII

DURATION

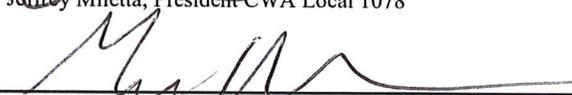
A. This Agreement shall be in full force and effect as of January 1, 2019, and shall remain in effect to and including December 31, 2022, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than 150 days, no later than 120 days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.*

B. IN WITNESS WHEREOF, the parties have hereunto set their hands and seal at the City of Ocean City on this 6th day of January, 2020.

FOR THE UNION:



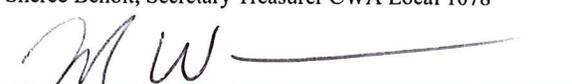
Jeffrey Mileta, President CWA Local 1078



Gerald McGee, Vice President CWA Local 1078



Sheree Benoit, Secretary Treasurer CWA Local 1078

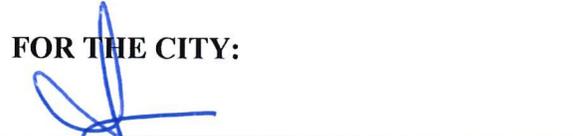


Mike Walsh, Chief Shop Steward CWA Local 1078



George Jackson, CWA District One Rep

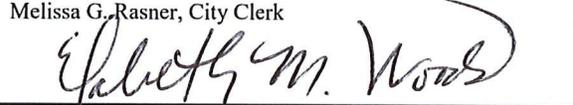
FOR THE CITY:



Jay A. Gillian, Mayor



Melissa G. Rasner, City Clerk



Elizabeth M. Woods, Director of Human Resources

APPENDIX A

Full Time Titles

Account Clerk
Accountant
Administrative Clerk
Administrative Secretary
Airport Attendant
Animal Control Officer
Assistant Assessor
Assistant Municipal Tax Collector
Assistant Purchasing Agent
Assistant Recreation Supervisor
Assistant Supervisor Building Service
Assistant Supervisor of Accounts
Assistant Supervisor of Building Services
Assistant Supervisor Public Works
Assistant Supervisor Recreation Maintenance
Assistant Violations Clerk
Assistant Violations Clerk, Typing
Assistant Zoning Officer
Building Inspector
Building Maintenance Worker
Building Subcode Official
Building Superintendent
Buyer
Clerk 1
Clerk 2
Clerk 3
Code Enforcement Officer
Computer Service Technician
Deputy Municipal Court Administrator
Drafting Technician
Electrical Subcode Official
Electrician
Electricians Helper

Electronic Systems Technician 1
Electronic Systems Technician 2
Engineering Aide
Equipment Operator
General Supervisor, Laboring
General Supervisor, Public Works
General Supervisor, Recreation Maintenance
General Supervisor, Streets
General Supervisor, Trades
Greenskeeper
Heating and Air Conditioning Mechanic
Heavy Equipment Operator
Housing Inspector
Identification Officer
Keyboarding Clerk 1
Keyboarding Clerk 2
Keyboarding Clerk 3
Laborer 1
Laborer 3
License Inspector
Maintenance Repairer
Maintenance Repairer, Electrical (HVAC)
Maintenance Supervisor, Grounds
Maintenance Worker 1 Grounds
Maintenance Worker 2 Grounds
Mason
Mason's Helper
Mechanic
Mechanic's Helper
Mechanical Repairer Light Equipment
Meter Worker 2
Office Supervisor
Payroll Supervisor
Plumbers Helper
Plumbing Subcode Official
Principal Account Clerk

Principal Account Clerk Typing
Principal Accountant
Principal Purchasing Assistant
Program Development Specialist, Cultural and Heritage Affairs
Public Information Assistant
Public Participation Specialist
Public Safety Telecommunicator
Public Safety Telecommunicator Trainee
Public Works Repairer
Purchasing Assistant
Recreation Program Coordinator
Recreation Supervisor
Recreation Supervisor Swimming
Secretarial Assistant
Senior Account Clerk
Senior Account Clerk Typing
Senior Accountant
Senior Building Maintenance Worker
Senior Communications Technician
Senior Computer Service Technician
Senior Electrician
Senior Engineering Aide
Senior Greenskeeper
Senior Maintenance Repairer
Senior Maintenance Repairer Carpenter
Senior Maintenance Repairer Electrician
Senior Maintenance Repairer Plumber
Senior Mason
Senior Mechanic
Senior Mechanical Repairer (Light Equipment)
Senior Public Information Assistant
Senior Public Safety Telecommunicator
Senior Public Works Repairer
Senior Technician MIS
Senior Traffic Maintenance Worker
Sewers/Supervisor Streets

Stock Clerk
Supervising Cashier
Supervising Electrician
Supervising Equipment Operator
Supervising Heating and Air Conditioning Mechanic
Supervising Heavy Equipment Operator
Supervising Maintenance Repairer
Supervising Maintenance Repairer Carpentry
Supervising Mechanic
Supervising Mechanical Repairer Light Equipment
Supervising Plumber
Supervising Public Safety Telecommunicator
Supervisor Building Service
Supervisor of Accounts
Supervisor Public Works
Supervisor Recreation Maintenance
Supervisor Sanitation
Supervisor Traffic Maintenance
Technical Assistant 3
Technical Assistant, Construction Official
Technical Assistant, Land Use
Tourism Representative
Traffic Maintenance Worker
Traffic Signal Electrician
Truck Driver
Truck Driver, Heavy
Violations Clerk
Violations Clerk Typing
Welder
Zoning Officer

Part Time Titles

Account Clerk
Accountant
Airport Attendant
Animal Control Officer
Assessing Aide
Assistant Supervisor Building Services
Assistant Violations Clerk
Assistant Zoning Officer
Building Inspector
Building Maintenance Worker
Cashier
Clerk 1
Clerk 1 (Postal only)
Code Enforcement Officer
Communication Technician
Equipment Operator
Fire Official
Fire Protection Subcode Official
Geographic Information Systems Specialist 3
Golf Ranger
Housing Inspector
Identification Officer
Keyboarding Clerk 1
Keyboarding Clerk 2
Laborer
Lifeguard (Pool)
Maintenance Repairer
Maintenance Worker 1 Grounds
Mechanic
Plumbing Subcode Official
Principal Account Clerk
Principal Cashier
PS Telecommunicator
PS Telecommunicator Trainee
PW Inspector

Recreation Aide
Recreation Leader
Recreation Leader (Aerobics Instructor)
Recreation Leader (Aqua)
Recreation Leader (Yoga)
School Traffic Guard
Senior Account Clerk
Senior Assessing Aide
Senior Building Maintenance Worker
Senior Cashier
Senior Clerk
Senior Golf Ranger
Senior Identification Officer
Senior Maintenance Repairer
Senior Telephone Operator
Technical Assistant 3
Technical Assistant MIS
Telephone Operator
Truck Driver
Truck Driver Heavy
Water Safety Instructor

And Any Replacement/Amended Title Forwarded by the New Jersey Civil Service Commission during the term of this Agreement.

MEMORANDUM OF UNDERSTANDING

The following sidebar provisions are deemed to be in the best interest of the parties and shall remain in effect as if part of the original contract. They have been agreed to independently by each party and fully resolve any outstanding complaints, grievances or disputes regarding the subjects of said agreement.

Retiree Health Benefit Sidebar Agreement

Time served with the Ocean City Library shall be credited toward entitlement for City paid retiree health benefits for Jack Coughlin (9/23/74 - 7/15/89) and Deborah Tucker (9/4/79 - 8/31/84). This sidebar agreement is limited to the aforementioned individuals and shall not be expanded to include any other members.

Vacation Sidebar Agreement

For all employees hired prior to August 30, 1984, annual vacations shall be granted as follows:

1. From the date of hire to the end of the first calendar year - one (1) working day for each month.
2. From the beginning of the second calendar year until the end of the fifth calendar year - twelve (12) working days.
3. From the beginning of the sixth calendar year until the end of the tenth calendar year - eighteen (18) working days.
4. From the beginning of the eleventh calendar year until the end of the fifteenth calendar year - twenty-two (22) working days.
5. From the beginning of the sixteenth calendar year until the end of the twentieth calendar year - twenty-seven (27) working days.
6. From the beginning of the twenty-first calendar year until the date of retirement - thirty (30) working days.

Representation Sidebar Agreement

Effective April 1, 1996, notwithstanding the fact that Ruth Vanderpool holds the title of Administrative Clerk, as long as she serves in the capacity of overseeing payroll operation within the Department of Financial Management, she will be considered a confidential employee exempt from the CWA Local 1078 collective negotiations unit.

APPENDIX B

**Memorandum of Agreement
Between
The City of Ocean City and the Communications Workers of America, AFL-CIO
Local 1078**

This will confirm an agreement reached between the City and CWA 1078, during recently-concluded contract negotiations and, most recently, at a meeting on this 10th day of September, 2013, among Michael Dattilo, Frank Donato, Joann Cioeta, Jeff Miletta and Gerald McGee

1. A member who is assigned or appointed as the Deputy Emergency Management Coordinator to assist the Emergency Management Coordinator shall qualify for a stipend to be paid annually in the amount of \$8,000. The duties, responsibilities and qualifications for Emergency Management Coordinator, which the Deputy Emergency Management Coordinator shall assist in, are outlined in State Office of Emergency Management Directive 102 as follows:

Directives Issued by the State Office of Emergency Management

DIRECTIVE NO. 102

March 15, 1990

SUBJECT: STANDARDS FOR MUNICIPAL EMERGENCY MANAGEMENT COORDINATORS

- I. **PURPOSE:**
To provide standards for the position of Municipal Emergency management Coordinator.
- II. **LEGAL AUTHORITY:**
The position of Municipal Emergency Management Coordinator is based on provisions of public laws and directives which carry the force of law.
 - A. New Jersey State Law: New Jersey Statues Annotated (NJSA) Appendix A:9-33 et seq. (Chapter 251 P.L. 1942, as amended by Chapter 438, P.L. 1953). These laws set forth responsibilities, obligations and authorities.
 1. Appointment of Municipal Emergency Management Coordinator
In every municipality of the State, the Mayor shall appoint a Municipal Emergency Management Coordinator, from among the residents of the

municipality. The Municipal Emergency Management Coordinator shall serve for a term of three years. As a condition of appointment, and the right to continue for the full term of the appointment, the coordinator shall successfully complete the approved courses within one year of appointment. The Governor may remove a Municipal Emergency Management Coordinator at any time for cause.

2. Duties of Municipal Emergency Management Coordinator

- a. The Municipal Emergency Management Coordinator shall be responsible for planning, activating, coordinating and the conduct of Emergency Management operations within the municipality.
- b. The Municipal Emergency Management Coordinator shall be a member and shall serve as chairman of the local Emergency Management Council.
- c. Each Emergency Management Coordinator shall appoint one and may appoint more than one Deputy Emergency Management Coordinators with the approval of the Mayor. Wherever possible, such Deputies shall be appointed from among the salaried officers of the municipality.

B. New Jersey Office of Emergency Management Directive #61, November 19, 1986, indicates:

1. Wherever, in the opinion of the Municipal Emergency management Coordinator, a disaster has occurred or is imminent in the municipality, the Municipal Emergency Management Coordinator shall proclaim a state of local disaster within the municipality.
2. The Municipal Emergency Management Coordinator, in accordance with regulations promulgated by the State Director of Emergency Management, shall be necessary to implement and carry out Emergency Management operations and to protect the health, safety, and resources of the residents of the municipality.
3. The County Emergency Management Coordinator shall be immediately advised of the proclamation of a state of local disaster emergency by the Municipal Emergency Management Coordinator and the action taken.

III. Qualifications

- A. The Municipal Emergency Management Coordinator shall have a minimum of two years experience in the planning, development, and administration of emergency response activities such as those provided by police, fire, rescue, medical or Emergency Management units either in the public or private sector or in the military service.

- B. Must be a resident of the municipality.
- C. Must have a good reputation and a sound moral character.
- D. The State of New Jersey, counties and municipalities are equal opportunity employers. All persons shall have the opportunity to obtain employment without the discrimination because of race, creed, color, national origin, ancestry, age, sex, marital status or physical handicap, subject only to conditions and limitations applicable alike to all persons.

IV. Basic Training for Municipal Emergency Management Coordinators

The Municipal Emergency Management Coordinator SHALL COMPLETE THE FOLLOWING COURSES:

- A. Within one year of appointment:
 - 1. EMERGENCY PROGRAM MANAGER- FEMA INDEPENDENT STUDY COURSE
 - 2. EMERGENCY MANAGEMENT WORKSHOP- BASIC

B. Continuing Education

Following the completion of the first years' courses, the Municipal Emergency Management Coordinator must complete 24 hours of Emergency Management Continuing Education per year. All courses taken by Municipal Emergency Management Coordinator must be submitted to and approved by the County Emergency Management Coordinator.

V. Responsibilities

The Municipal Emergency Management coordinator is responsible for the provision of leadership in the field of Emergency Management at the municipal level of government. As such, the Coordinator is responsible for Emergency Management program administration and program development encompassing the four phases of Emergency Management, mitigation, preparedness, response and recovery. The Municipal Emergency Management Coordinator shall also be responsible for the following:

A. Program Administration

- 1. Insure that the Municipal Office of Emergency Management is available on a 24 hour basis.

2. Supervise the day to day operations of the Municipal Office of Emergency Management.
3. Insure that every municipality meets all the requirements for the Federal Emergency Management Agency's Emergency Management Assistance Program; including meeting goals agreed to in the annual work plan, maintaining a currently approved Municipal Emergency Operating Plan, and providing the New Jersey Office of Emergency Management with quarterly program status reports, if applicable.
4. Prepare, submit, and justify the annual Municipal Emergency Management budget. (EMA funded jurisdictions only)
5. Secure County, State and Federal technical and financial assistance available through the County Office of Emergency Management.
6. Personally attend at least 75% of the scheduled County Office of Emergency Management meetings. The Coordinator must assure representation at all other County Emergency Management meetings.
7. Maintain a continuing knowledge of all municipal, county, State and Federal laws and plans concerning Emergency Management.
8. Interact with County Emergency Management Coordinator regarding:
 - a. Municipal Operations Plans (EOP) review
 - b. All mutual aid agreements
 - c. Hazard Identification Capability Assessment & Multi-year Development Plan (NO LONGER REQUIRED)
 - d. The approval and scheduling of attendees for state and Federally sponsored Emergency Management courses, etc.
9. Maintain adequate files, records, and correspondence relating to Emergency Management activities.
10. Coordinate with the municipal agencies, departments, and bureaus regarding Emergency Management responsibilities.
11. Implement policies and procedures regarding Emergency Management.
12. Conduct quarterly staff members, providing advance notice to the County Office of Emergency Management.
13. Receive and react to weather emergency notifications.

14. Cooperate with National Warning System (NAWAS) program.
15. Comply with all directives, rules and regulations issued by the State Office of Emergency Management.
16. Conduct a minimum of one (1) exercise per year, providing a minimum thirty (30) day advance notice through the County Office of Emergency Management to the State Office of Emergency Management.

B. Program Development

Recruit, organize, coordinate and train a staff to administer the following Emergency Management functions and programs:

1. Alerting and Warning
2. Communications
3. Damage Assessment
4. Emergency Operations Center
5. Emergency Public Information
6. Evacuation
7. Fire and Rescue
8. Hazardous Materials
9. Emergency Medical
10. Law Enforcement
11. Public Health
12. Public Works
13. Radiological Protection
14. Resource Management
15. Shelter, Reception and Care
16. Social Services

VI. This Directive shall be effective immediately.

Clinton L. Pagano
State Director
Office of Emergency Management

VI. This Directive shall be effective immediately.

Clinton L. Pagano
State Director
Office of Emergency Management

For The City:

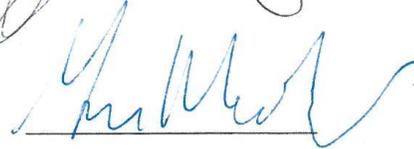




Date: 9/10/13

For CWA, Local 1078:





Date: 9/10/13