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RUTGERS UNIVERSITY

AGREEMENT BETWEEN

Ocean City, N.J.  
THE CITY OF OCEAN CITY

AND

THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

JANUARY 1, 1988 - DECEMBER 31, 1989

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PREAMBLE

THIS AGREEMENT entered into this 25<sup>th</sup> day of October, 1988 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 herewithin.

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 permanent part-time employees of the City of Ocean City as enumerated in Appendix "A", but excluding uniformed employees of the Police and Fire Divisions, Lifeguards, Division 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. "Employee" shall be defined to include the plural as well as the singular and to include males and females.

## 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 of Ocean 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 and 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 XXI.

### 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.

## 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 State and Local laws, except as such particular provisions of this contract modify existing local laws.



## ARTICLE V

### UNION REPRESENTATIVES AND MEMBERS

A. The City agrees to grant time off with pay to Union representatives, not to exceed twenty-five (25) days in the aggregate, per year for the purposes of attending to Union business relative to City employees, provided that said representatives provide the Division Head with four (4) working days notice.

B. Upon prior request and authorization of the Division Head, or his designee, authorized representatives of the Union shall be permitted to visit the City offices for the purposes of investigating alleged violations of the Agreement. Such authorization shall not be unreasonably denied. In no event, shall there be any interference with the operation of the City or respective Divisions.

C. The City agrees to permit Union Shop Stewards to take vacation, compensatory or unpaid time off to attend shop steward training programs, provided such training is not scheduled during the summer season. The Union agrees to give the City advance notice of such training programs. It is understood that the use of such time is subject to prior approval of the Business Administrator.

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 workweek under Article X.

## ARTICLE VI

### RETENTION OF CIVIL RIGHTS

A. Union members shall retain all civil rights and protections 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 forty-five (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.

**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, without pay, may be granted by the City for emergency situations, or other valid reasons, by the department head and approved by the appointing authority in accordance with current New Jersey Department of Personnel rules.

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 Department of Personnel.

C. Leaves of absence shall be requested by the employee in writing at least thirty (30) days (if possible) prior to commencement, except for maternity leave which requires at least ninety (90) days (if possible) prior to starting the leave.

D. Except for military leave, education, sick or disability leave or any other leave designated by the Merit System Board 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 Department of Personnel rule.

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

F. Pregnancy - Disability Leave

1. An employee may request and be granted disability leave due to pregnancy under the same terms and conditions as all other leaves without pay. The appointing authority may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.
2. An employee may use accrued leave time for pregnancy - disability purposes but shall not be required to exhaust accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave.

G. Child care leave may be granted under the same terms and conditions as all other leaves without pay.

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 pay all health benefits not to exceed six (6) months at which point the employee shall elect to retain said benefits by reimbursing the City for the costs incurred.

J. A leave of absence that is approved for a specific purpose and is used for another purpose may be considered an abuse.

ARTICLE X

WORK WEEK AND OVERTIME

A. Hours of Work:

The present on-going working hours shall continue for all Blue Collar workers and all Library workers. All White Collar workers shall work a thirty-five (35) hour work week, Monday thru Friday.

B. Overtime

1. Overtime shall be defined as time worked beyond the full-time employees' regular work week. 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 hours compensation
31 - 60 minutes	1.0 hours compensation

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

2. If the Employer gives the employee at least twenty-four (24) hours notice of overtime work, the Employer will then have the option of paying comp time or pay or a combination thereof. In the event the notice is less than twenty-four (24) hours, form of payment will be the employee's choice.

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 ( 1 1/2) rate as per paragraph two (2) above, in addition to the regular holiday pay. If s/he is called to duty on his/her usual day off, s/he shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at time and one-half (1 1/2) his/her regular rate of pay.
4. If an employee is recalled to duty, s/he shall receive a minimum of two (2) hours at time and one-half (1 1/2) of his/her regular rate of pay.
5. All overtime in all Divisions shall be assigned on a fair and equal basis.
6. All employees upon being personally notified of an emergency, shall report to work thirty (30) minutes provided s/he is able to do so, otherwise, s/he shall report as soon as possible.

C. On-Call

1. Any employee who is designated to be on-call for a given week, shall be granted one compensatory day for each week so designated.
2. On-Call duty shall be assigned on a fair and equal basis.
3. It is understood that the on-call provision for compensatory time does not apply to Court employees.

D. Court Employees

1. Court employees who execute Court documents at their residence during off-duty hours shall be paid a flat \$15.00 stipend for each incident.
2. In the event a Court employee is recalled to duty to appear at Court or its offices, he/she shall be paid a flat \$40.00 stipend for such appearance.

These payment are in lieu of all compensatory time or other overtime payments for on-call or recall of these employees.

E. Accumulation of Compensatory Time

An employee with two hundred forty (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 (1 1/2) times their regular rate of pay until such time as the employee has less than two hundred forty (240) hours of accumulated compensatory time.



ARTICLE XI

VACATIONS

A. 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 till the end of the fifth calendar year - twelve (12) working days.
3. From the beginning of the sixth calendar year till the end of the tenth calendar year - eighteen (18) working days.
4. From the beginning of the eleventh calendar year till the end of the fifteenth calendar year - twenty-two (22) working days.
5. From the beginning of the sixteenth calendar year till the end of the twentieth calendar year - twenty-seven (27) working days.
6. From the beginning of the twenty-first calendar year till the date of retirement - thirty (30) working days.

B. For all employees hired after August 30, 1984 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 till the end of the tenth calendar year - twelve (12) working days.
3. From the beginning of the eleventh calendar year till the end of the fifteenth calendar year - fifteen (15) working days.
4. From the beginning of the sixteenth calendar year till the end of the twentieth calendar year - seventeen (17) working days.
5. From the beginning of the twenty-first calendar year till the end of the twenty-fifth calendar year - twenty (20) working days.
6. From the beginning of the twenty-sixth calendar year till the date of retirement - twenty-five (25) working days.

C. 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.

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

E. Vacation leave shall be taken during the calendar year in which vacation leave is earned at such time as permitted or directed by the Division Head unless the Division Head determines and certifies that it cannot be taken because of pressure of work.

F. Any unused vacation resulting from the pressure of work as determined by the Division Head may be carried forward to the next succeeding year only, and will be scheduled by the Division Head to be taken in the next succeeding year.

G. Employees shall not be recalled to work on their vacation except in emergencies.

H. Permanent part-time employees shall receive vacation on a pro rata basis.

## ARTICLE XII

### HOLIDAYS

The following shall constitute paid holidays under this agreement:

1. New Year's Day
2. Martin Luther King Day
3. Washington's Birthday
4. Lincoln's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. November Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day

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 injury leave with full pay during the period in which he/she is unable to perform his/her duties up to a period of one year as mutually certified by the employee's own doctor and the City's doctor. These wages are to be offset by the amount of workmen's compensation wage payments pursuant to Chapter XV of Title 34 of the Revised Statutes of the State of New Jersey.

## ARTICLE XIV

### SICK LEAVE/TERMINAL LEAVE

#### A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay as presently in effect and as specified hereunder.

#### B. Amount of Sick Leave

1. During the first year of employment only, employees shall be entitled to and accrue one and one-quarter (1 1/4) calendar sick days per month. Thereafter, sick leave shall be added each year as of January 1 at the rate of fifteen (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 need for sick leave.

#### 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 fifteen (15) minute grace period will be enacted. Extenuating circumstances shall be given fair consideration.

- (a) Failure to so notify the Department Head or his 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 five (5) or more consecutive days may 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 fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his/her sick leave record reviewed by the City and thereafter may 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 twenty (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. In the City's sole discretion the City can make reasonable accommodation of an employee's choice of doctors in matters of unique personal illness. 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.



E. Terminal Leave Upon Retirement

1. If an employee retires without using up all his/her sick leave, s/he shall be compensated for said sick leave at the regular rate of pay in effect at the time of retirement in accordance with the following:

(a) Employees hired prior to August 30, 1984 shall have the amount of unused sick leave which was available to them on December 31, 1983 calculated by multiplying the total number of unused days as of December 31, 1983 times their daily rate of pay in effect on December 31, 1983.

(b) If the dollar amount calculated in (a) above is greater than \$12,500.00 then that employee shall have his/her sick leave recalculated based upon the total number of unused sick days available on December 31, 1985 utilizing the rate of pay in effect on December 31, 1985. These employees at the time of retirement, shall be permitted to receive a terminal leave payment which shall not exceed the dollar amount as calculated on December 31, 1985. In no event shall any employee receive a terminal leave payment in excess of \$22,500.00 regardless of the number of sick leave days accumulated.

- (c) In the event that the dollar amount calculated in (a) above is \$12,500.00 or less, then that employee shall be permitted to receive a terminal leave payment which shall not exceed \$12,500.00.
  - (d) Employees hired subsequent to August 30, 1984 shall be permitted to receive a terminal leave payment which shall not exceed \$12,500.00.
  - (e) Employees, regardless of date of hire, also have the option of remaining on the City payroll for as many days as the dollar amount referenced in the respective paragraph (a)-(d) above permits.
  - (f) Employees who get sick prior to retirement continue to have the right to utilize sick days in accordance with Department of Personnel regulations.
- F. Prior to going on terminal leave, all employees shall receive accrued benefits but while on terminal leave such employee shall not be entitled to any additional sick leave, vacation time, holidays or other benefits offered active employees to include any salary increase.
- G. If an employee dies prior to retirement and is entitled to terminal leave pay, any remuneration due shall be paid to the employees' estate upon providing undisputed legal right to inherit, and subject to the limitations stated above.

ARTICLE XV

INSURANCE, HEALTH AND WELFARE

A. The City shall provide a comprehensive health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees, office visits, and all of the benefits which are currently included in the health benefit program, at the date of this Agreement, for the member and his/her family. The City agrees to undertake a study of its health care benefits plans including an eye care plan. The purpose of this study will be to endeavor to enhance coverage being provided by the City while containing the cost of these coverages. The undertaking of this study by the City is not an agreement to change coverages.

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

C. The City shall provide a \$10,000.00 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, employee may convert said life insurance policy on an individual basis.

D. The City shall provide legal representation for all employees if litigation should develop as a result of actions performed in the course of duty as a City employee.

E. The City shall continue to provide a co-pay Prescription Plan (\$2.00 co-pay) for the individual and his/her family.

F. An employee upon retirement and at his/her own expense, shall be permitted to continue the comprehensive health benefit program, excluding the dental and the prescription coverages.

G. At least sixty (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.

ARTICLE XVI

DUES DEDUCTION

A. The City agrees to deduct from the salaries of its employees subject to this Agreement 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 fifteen (15) working days from the payroll period ending date of each bi-weekly payroll period.

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 thirty (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 1 or July 1 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 thirty (30) days of initial employment within the unit, and any permanent employee previously employed with the unit who does not join within ten (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 eighty-five (85%) percent 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. Effective 1988, the City shall provide an initial uniform issue costing approximately \$350.00 to be worn by Blue Collar workers and consisting of the following:

- 3 long sleeve shirts
- 3 short sleeve shirts
- 3 pair trousers
- 1 winter jacket
- 1 summer jacket
- 1 cap
- 1 pair protective shoes
- 1 pair rubber boots
- 1 rain gear
- Appropriate shoulder patches

1. Each successive year, the City shall provide an annual \$250.00 uniform allowance for the maintenance and replacement of clothing used for work; to be paid the first pay period of October.
2. 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.
3. 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, after inspection and certification by the Division 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, after inspection and certification by the appropriate Division Head. The City's liability shall not be more than Three Hundred (\$300.00) Dollars per incident.

## 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, from the date of death to and including the day of the funeral, with a maximum of five (5) days or seven (7) days in the event of travel. Proper notification shall be given to the appropriate Division Head as soon as possible. Proper notification shall mean number of days being used and expected date of return and any applicable travel information.
2. Serious illness (including childbirth) in the immediate family residing with 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 either hospitalized or incapacitated while at home.
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

Effective January 1, 1989 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 anytime 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 recommendation of the supervisor and approval of the Department Head.

5. 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

### LIBRARY EMPLOYEES

A. The full time employees of the Library shall continue to work the same number of hours per week as is the present and past practice. The work year and calendar shall be as directed by the Library Director.

B. The Library employees shall utilize the same grievance procedure as set forth in this Agreement, with exception that Step One shall be the Library Director and Step Two shall be the Library Board.

C. Full time employees shall be granted the same number of holidays during each year as other City employees, all of which are to be designated by the Library Board. Such designation shall be posted by January 2nd of each year.

D. Full time Library employees shall be entitled to the same benefits and protections stated elsewhere within this Agreement, unless otherwise provided for within this Article.

E. Permanent part-time employees who work at least twenty (20) hours per week shall receive the benefits on a pro-rated basis in accordance with amount of time worked except for medical insurances, for which they shall receive 100% coverage. Said employees shall be entitled to the same protections of this Agreement afforded other members represented by the Union.

F. Permanent part-time employees shall work the hours so designated by the Library Director and they shall work the schedule and calendar so designated by the Library Director. However, the Library Director, should, in making such schedules take into consideration length of service and employee's request before making any changes in existing schedules. Grievances concerning the implementation of this paragraph shall not be permitted to go to arbitration.

## ARTICLE XX

### 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 effecting the terms and conditions of employment under this Agreement.

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.

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, 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 - Division Head (Library Director)

(a) The aggrieved party may file his grievance in writing to the appropriate Division Head within seventeen (17) calendar days after the occurrence of the event giving rise to the grievance. (Grievance form to be used).

(b) The Division Head (Library Director) shall have ten (10) calendar days to meet with the grievant and to render a written decision to the grievance.

2. Step Two - Administrator or Designee (Library Board)

(a) If the grievant is not satisfied with the decision rendered at Level One, he/she may advance the grievance to Level Two within five (5) calendar days after receiving the Level One answer, or if no Level One answer has been rendered, within fifteen (15) calendar days from the day the grievance was submitted at Level One.

(b) The Administrator or designee shall have fifteen (15) calendar days to meet with the grievant and to render a written decision to the grievance.

3. Step Three - Binding Arbitration

(a) In the event the grievance has not been satisfactorily resolved at Step 2, 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 forty-five (45) working days after receipt of the response or expiration of the time to respond at Step 2.
- (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) For 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 witness 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 Division Head or his 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 Division Head or other supervisory personnel until such grievance is properly determined.

## ARTICLE XXI

### 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 evaluator at least one (1) day 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 employees 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 Shop Steward 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 Shop Steward 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 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 forty-five (45) 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 Division Head deemed 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. A copy of said report shall be given immediately to the employee.

## ARTICLE XXII

### COMMENDATION

Up to two (2) days compensatory time off shall be granted to an employee who has received a written commendation from the Mayor.

ARTICLE XXIII

WAGES

A. Effective January 1, 1988 the wage guide shall be increased by \$950.00.

B. Effective January 1, 1989, the wage guide shall be increased by \$1,050.00.

OUT OF TITLE WAGES

In the event an employee is officially designated to work out of title she/he shall be paid at the rate of pay for the higher title in accordance with the following:

A. Employees who have a Department of Personnel job title which includes the term "senior" or "assistant" must work out-of-title for thirty (30) consecutive days before being eligible for out-of-title pay. If the thirty (30) day threshold is met, pay shall be retroactive to the fifteenth (15) day.

B. Employee whose Department of Personnel job title does not contain the term "senior" or "assistant" and who work out-of-title a total of fifteen (15) days (which need not to be consecutive) in any prior six (6) month period will be compensated retroactively for the total time worked out-of-title.

## WAGE INCREMENTS

A. The present number of increments in each salary range for each job classification shall remain in effect, and all employees shall advance accordingly, provided they have received a satisfactory rating the previous year.

B. All employees hired prior to July 1 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.

## **ARTICLE XXIV**

### LONGEVITY

A. Employees shall receive longevity compensation which shall be computed at the rate of two (2%) percent of the employee's base pay for every four (4) years of service with a maximum of twelve (12%) percent.

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.

**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.

C. There shall be a Health and Safety Committee as follows:

1. Two (2) CWA members on the Committee.
2. The two (2) CWA committee members can visit job sites when employees from that site have submitted safety or health problems, in writing, to the Business Administrator in advance.
3. The number of such requests shall be reasonable in manner.

**ARTICLE XXVI**

COURT TIME

A. If an employee is required to appear in Court on City related business on his 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**

**SCHOOLING**

A. The City shall pay for tuition, including books and credits, for all courses whose resulting knowledge may be directly utilized in the performance of their job. The courses shall be authorized in advance by the Department Head and the Director of Personnel but the employee shall be compensated the cost after successful completion of the approved course(s).

**ARTICLE XXVIII**

**MUTUAL COOPERATION PLEDGE**

A. The Union hereby agreed 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. Each employee shall have access to his/her personnel file at reasonable times and upon request and prior approval of the Division Head.

B. 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.

C. Employees shall, within thirty (30) days of engaging in outside employment, notify their Division Head in writing of the employment. She/he shall provide in this letter a listing of the position held, the name of the outside employer and the hours of employment.

1. 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.

D. All employees shall be entitled to two (2) fifteen (15) minute coffee breaks for every eight (8) hours shift.

## 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 Personnel Department's bulletin boards for a minimum of seven (7) working 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. Effective with the beginning of the 1988 school year, all crossing guards will receive a \$.30 per hour increase in salary.

B. Effective with the beginning of the 1989 school year, all crossing guards shall receive a \$.30 per hour increase over the 1988 salary.

C. The City will provide each school crossing guard with a work uniform as determined and defined by the Ocean City Police Chief.

D. Each school crossing guard shall receive six and one-quarter (6 1/4) 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.

E. The City will contribute to the New Jersey Public Employee Retirement System, those amounts statutorily mandated for each of the crossing guards.

F. The City shall provide to the four (4) regular crossing guards, health benefits as defined in Article XV, Paragraph (A) of the Agreement between the City and the Union for the period of January 1, 1988 through December 31, 1989.

G. 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 may be 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

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1988 and shall remain in effect to and including December 31, 1989, 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 one hundred fifty (150) days, no later than one hundred twenty (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 seals at the City of Ocean City on this 25<sup>th</sup> day of October, 1988.

FOR THE UNION:

Robert Shepard  
N. G. Costigan  
Gene D. Thomas  
Alphonse J. Jumper  
Walter K. Taylor @ WA Rep.  
Edward J. Shuffler, Sr.

FOR THE CITY:

Ray Gilliam  
Donald E. Hart

APPEXDIX A

ACCOUNT CLERK

ACCOUNT CLERK, TYPING

ADMINISTRATIVE SECRETARY

ASSESSING CLERK

ASSESSING CLERK PART-TIME

ASSISTANT CARPENTER FOREMAN

ASSISTANT DOG WARDEN

ASSISTANT LABORER FOREMAN

ASSISTANT PAINTER FOREMAN

ASSISTANT RECREATION MAINTENANCE FOREMAN

ASSISTANT STREET SUPERINTENDENT

ASSISTANT SUPERVISOR, RECREATION MAINTENANCE

ASSISTANT SUPERINTENDENT OF RECREATION

ASSISTANT VIOLATIONS CLERK

ASSISTANT VIOLATIONS CLERK/RECORDER/OPERATOR/TYPING

AUTOMOTIVE MECHANIC

BEACH SUPERINTENDENT/TAX COLLECTION AIDE/TYPING

BOOKKEEPING MACHINE OPERATOR

BUILDING INSPECTOR

BUILDING MAINTENANCE WORKER

BUILDING SERVICE FOREMAN

BUILDING SUB-CODE OFFICIAL

CHIEF EMERGENCY MEDICAL TECHNICIAN

CLERK

CLERK (PART TIME)

CLERK BOOKKEEPER  
CLERK BOOKKEEPER/SENIOR CLERK TYPIST  
CLERK TYPIST  
DATA ENTRY MACHINE OPERATOR  
DEPUTY MUNICIPAL COURT CLERK  
DOCKET CLERK/RECORDER OPERATOR COURTS  
DOG WARDEN  
DRAFTSMAN  
ELECTRICAL SUB-CODE OFFICIAL  
ELECTRICIAN  
EMERGENCY MEDICAL TECHNICIAN  
ENGINEERING AIDE  
EQUIPMENT OPERATOR  
EQUIPMENT OPERATOR SWEEPER  
GARAGE ATTENDANT  
GROUNDSKEEPER FOREMAN  
HEAVY EQUIPMENT OPERATOR  
HEAVY LABORER  
LABORER  
MAINTENANCE & CONSTRUCTION CARPENTER FOREMAN  
MAINTENANCE & CONSTRUCTION MASON  
MAINTENANCE & CONSTRUCTION MASON FOREMAN  
MAINTENANCE & CONSTRUCTION PAINTER  
MAINTENANCE & CONSTRUCTION PAINTER FOREMAN  
MAINTENANCE & CONSTRUCTION PLUMBER FOREMAN  
MAINTENANCE & CONSTRUCTION WELDER

MAINTENANCE REPAIRER  
MAINTENANCE REPAIRER CARPENTER  
MAINTENANCE REPAIRER ELECTRICIAN  
MAINTENANCE REPAIRER FOREMAN M/W CARPENTER  
MAINTENANCE REPAIRER PAINTER  
MAINTENANCE REPAIRER PLUMBER  
MASON  
MASON'S HELPER  
MECHANIC  
MECHANIC FOREMAN  
MECHANICAL REPAIRER (LIGHT EQUIPMENT)  
MESSENGER  
OMNIBUS OPERATOR, CLASS #1  
P & F SIGNAL SYSTEM FOREMAN  
P & F SIGNAL SYSTEM REPAIRER  
PERSONNEL AIDE, TYPING  
PERSONNEL TECHNICIAN  
PHOTOGRAPHER  
PLUMBER FOREMAN M/W  
PLUMBING SUB-CODE OFFICIAL  
POLICE IDENTIFICATION CLERK  
PRINCIPAL ACCOUNT CLERK  
PRINCIPAL BOOKKEEPING MACHINE OPERATOR/TYPING  
PRINCIPAL CLERK  
PRINCIPAL CLERK BOOKKEEPER  
PRINCIPAL CLERK STENOGRAPHER



PRINCIPAL CLERK TYPIST  
PURCHASING ASSISTANT/TYPING  
RADIO TECHNICIAN  
RECREATION MAINTENANCE FOREMAN  
RECREATION MAINTENANCE SUPERVISOR  
RECREATION MAINTENANCE WORKER  
RECREATION PARKS & GARDENS FOREMAN  
RECREATION SUPERVISOR OF SPORTS  
SCHOOL TRAFFIC GUARD (EFF. SEPT. 1988)  
SECRETARIAL ASSISTANT/STENOGRAPHER  
SENIOR ACCOUNT CLERK  
SENIOR ACCOUNT CLERK, TYPING  
SENIOR ASSESSING CLERK  
SENIOR BOOKKEEPING MACHINE OPERATOR/TYPING  
SENIOR BUILDING MAINTENANCE WORKER  
SENIOR BUILDING SERVICE WORKER  
SENIOR CLERK STENOGRAPHER  
SENIOR CLERK TYPIST  
SENIOR ENGINEERING AIDE  
SENIOR MAINTENANCE REPAIRER CARPENTER  
SENIOR MAINTENANCE REPAIRER PAINTER  
SENIOR MECHANIC  
SENIOR MECHANICAL REPAIRER  
SENIOR RECREATION MAINTENANCE WORKER  
SIGN DESIGNER/PROCESSOR/LETTERER  
SIGN DESIGNER/PROCESSOR/LETTERER/HELPER

SPECIAL DEPUTY  
STOREKEEPER/AUTOMOTIVE  
STREET FOREMAN  
SUPERVISING ELECTRICIAN  
SUPERVISING GROUNDSKEEPER  
SUPERVISING LIBRARY ASSISTANT  
SUPERVISING MAINTENANCE REPAIRER PAINTER  
SUPERVISING MECHANIC  
SUPERVISOR OF ACCOUNTS  
SUPERVISOR MUSIC PIER  
SUPERVISOR STREETS  
SUPERVISOR TRAFFIC MAINTENANCE  
TELEPHONE OPERATOR PART TIME  
TRAFFIC MAINTENANCE FOREMAN  
TRAFFIC MAINTENANCE WORKER  
TRUCK DRIVER  
VIOLATIONS CLERK  
WELDER  
JUNIOR LIBRARY ASSISTANT  
JUNIOR LIBRARY ASSISTANT PART TIME  
PRINCIPAL LIBRARY ASSISTANT  
SENIOR LIBRARY ASSISTANT

\*ANY REPLACEMENT/AMENDED TITLE FORWARDED BY  
THE NEW JERSEY DEPARTMENT OF PERSONNEL