

AGREEMENT

Between

CITY OF OCEAN CITY

And

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

January 1, 2003 to December 31, 2005

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PREAMBLE

THIS AGREEMENT entered into this 29th day of July, 2003, 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 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 inprocessing 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 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 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 renamed 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 900 hours for the life of this one-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 900 hours.
2. Attendance at union seminars, conferences, conventions or training sessions– chargeable to the 900 hours.
3. Conducting local union business as it pertains to Ocean City employees – chargeable to the 900 hours.
4. Disciplinary hearings – not chargeable to the 900 hours.
5. Grievance conferences – chargeable to the 900 hours.
6. Salary Committee Meetings – not chargeable to the 900 hours.
7. Visiting Job Sites to investigate alleged contract violations – chargeable to the 900 hours.
8. Management Called Meetings – not chargeable to the 900 hours.
9. Actual Contract Negotiations – not chargeable to the 900 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 900 hours in Paragraph A, the City agrees to provide an additional 20 hours during the life of this three-year agreement, to be used for the purpose of furthering labor-management relations (e.g. training, seminars, etc.). The specific use of these 20 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.

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 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, 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:

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.

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 may 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 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. 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.
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 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 to duty on his/her scheduled 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 (1½) his/her regular rate of pay.

5. If an employee is recalled to duty, s/he shall receive a minimum of three (3) hours at time-and-one-half (1½) of his/her regular rate of pay.
6. All overtime in all Divisions shall be assigned on a fair and equal basis. Management will provide a report to the union of overtime worked, and overtime refusals (including unavailable when called), on a monthly basis.
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.
- 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, in which case these days must be

scheduled by January 30th for use during the year.

1. The only exception is that employees are not permitted to carry over vacation into the year of their retirement.
- 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:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. 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 holidays 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 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 Worker'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

A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay.
2. Permanent/provisional part-time employees are entitled to sick time on a pro-rata basis.

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.

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 five (5) 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 (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) Criteria for payment:

<u>YEAR</u>	<u>DAYS NEEDED</u>	<u>COMPENSATION</u>
2003-2005	160	\$16,500

(b) Criteria for payment in addition to (a) above:

<u>YEAR</u>	<u>DAYS NEEDED</u>	<u>COMPENSATION</u>
2003-2005	more than 160	\$95 per each day over 160

2. An employee who retires during 2003-2005, and is not eligible for a payment under the criteria set forth in this Article, shall be guaranteed payment for the number of their accumulated sick days at the daily rate established in 1(b) above, but such payment shall never be in excess of the compensation in 1 (a) above.
 3. All employees have the option of participating in a sick leave payment mutually agreed to by the individual and the Director of Financial Management.
 4. 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.
 5. In the event an employee dies prior to retirement with accumulated earned sick leave, his/her estate shall be compensated for any unused sick leave per paragraphs (1) - (3) above after providing documentation of undisputed legal right to inherit.
- F. Within one year of the signing of this Agreement, the City will implement a Donated Leave Program for full-time and part-time employees that complies with Title 4A:6-1:22.

ARTICLE XV

INSURANCE, HEALTH AND WELFARE

A. The City shall provide a comprehensive health benefit program including hospitalization, medical treatment, major medical coverage (80% of the first \$4,000 and 100% thereafter), surgical fees, office visits, dental coverage, vision coverage and co-pay prescription plan for the employee and his/her family.

1. Maximum benefit coverage for orthodontics shall be \$2,000.
2. Yearly pediatric well care visits, including immunizations, for children up to 12 years of age with a yearly benefit of \$200 per child.
3. Mandatory pre-admission notification is part of the comprehensive health benefit program. Lack of proper notification will reduce the level of reimbursement for health care expenses by 30%.

a. Mandatory Outpatient Procedure Notification will be part of the program. See attached prenotification list, which is also part of the Plan Document.

4. Effective 1/1/04 Monthly Health Care Contributions for the remaining length of the Agreement are:

\$15 for employee only
\$20 for employee plus one
\$25 for family

5. Effective 8/1/03 the prescription co-pay shall be 0 for generic, \$10.00 for formulary brand name drugs, and \$20.00 for non-formulary brand name drugs. Co-pays are not eligible for reimbursement through the major medical part of the health plan. The City will conduct educational meetings on mail-order prescription drugs.
6. For all mental care and self inflicted injuries (in-patient, out-patient and out-of-hospital), there is a \$15,000 Benefit Period maximum and a \$30,000 Lifetime maximum.
7. The emergency room benefit is clarified as follows: Emergency room treatment and charges (no deductible, no coinsurance) are paid under usual customary and reasonable charges for the initial treatment only when it is provided within 48 hours of the emergency occurrence. Any non-emergency visit will be paid (deductible and coinsurance) in accordance with the plan.

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.

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 and reaches Medicare-eligibility must sign up for Medicare Part B (Part A is automatic).
 - 2. 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.

3. 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.
4. 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, the City's health plan shall remain in effect as secondary provider. The City's maximum liability as secondary provider shall be \$10,000 per illness/injury.
 - (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.
5. Such coverage shall be limited to retirees who are not covered by an equal or better health insurance plan through a future employer.
6. 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.

7. 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.

G. 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.

H. 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. However, if during the term of this contract, the City decides to participate in the State Health Benefits Plan and the other Bargaining Units (PBA, FMBA, Middle Management) agree, the CWA will agree to participate in the State Health Benefits Plan. All members insured at the time must continue to receive health benefits coverage. The City (represented by the Personnel Director) and the CWA (represented by a CWA designee) will meet every two months to review costs, analyze reports, discuss ongoing cost containment measures, explore alternatives to maximize ongoing savings, and to prepare an

annual report of the total cost of the Health Care Benefits Package for CWA employees together with recommendations for any changes to the Health Care Benefits Package.

2. To work towards standard health benefits for the entire Ocean City work force, the CWA will participate with other Ocean City labor bargaining units and the City in joint discussions during the life of this contract, beginning within 60 days after execution of this contract, in an attempt to develop common language for all or portions of this article, as well as similar articles in other labor contracts within the City.

I. 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.
- J. The City's current health care benefits package is comprised of the traditional plan and an optional PLUS plan. Effective on the date that the other City Bargaining Units (PBA, FMBA, Middle Management) agree to a monthly contribution, employees who choose the traditional plan will be required to make a monthly contribution of \$20 towards the cost of that plan. Those employees who choose the PLUS plan will not be required to make a contribution. Prior to the implementation of this contribution provision, there will be a two-month open enrollment and educational period, for employees to learn more about the PLUS 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 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 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 pairs 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 of \$650 for the maintenance and replacement of clothing used for work, to be paid by October 15th.
 - a) In the first quarter of a year, the individual's Department or Division Head will conduct a clothing inspection. The purpose is to verify an inventory comparable to the original issue as well as additional divisional required items and that they are in an acceptable condition for wear on duty.
 - b) Public Safety Telecommunicators shall receive an annual \$650 uniform allowance to be paid in accordance with the procedure used within the Police Division.
 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.
 - (a) Permanent/provisional part time employees are entitled to prorated bereavement time for pre-scheduled work immediately following a death in the immediate family.
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 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

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 45 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) 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 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 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 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 Personnel 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.

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

<u>Title</u>	<u>Level</u>
Account Clerk	2
Account Clerk, Typing	3
Accountant	10
Administrative Clerk	9
Administrative Secretary	9
Airport Attendant	6
Animal Control Officer	11
Assessing Clerk	3
Assistant Municipal Tax Collector	17
Assistant Recreation Supervisor	8
Assistant Storekeeper	18
Assistant Supervisor Building Service	12
Assistant Supervisor of Accounts	8
Assistant Supervisor Public Works	15
Assistant Supervisor Recreation Maintenance	12
Assistant Tax Assessor	9
Assistant Violations Clerk	3
Assistant Violations Clerk, Typing	3
Assistant Zoning Officer	15
Audiovisual Equipment Technician	12
Building Inspector	12
Building Maintenance Worker	4
Building Sub-Code Official	20
Building Superintendent	19
Clerk	2
Clerk Typist	2
Code Enforcement Officer	16
Deputy Municipal Court Administrator	10
Electrical Sub-Code Official	20
Electrician	12
Electronic Systems Technician I	17
Engineering Aide	10
Equipment Operator	11
General Supervisor, Laboring	19

General Supervisor, Public Works	19
General Supervisor, Recreation Maintenance	19
General Supervisor, Streets	19
Greenskeeper	12
Heating and Air Conditioning Mechanic	15
Heavy Equipment Operator	13
Housing Inspector	12
Identification Officer	7
Laborer	1
License Inspector	16
Maintenance Repairer	6
Maintenance Repairer, Electrical (HVAC)	10
Mason	8
Mason's Helper	4
Mechanic	12
Mechanical Repairer Light Equipment	12
Mechanic's Helper	6
Payroll Supervisor	17
Plumbing Sub-Code Official	20
Principal Account Clerk	9
Principal Account Clerk Typing	9
Principal Clerk	9
Principal Clerk Typist	9
Principal Purchasing Assistant, Typing	17
Public Information Assistant	2
Public Participation Specialist	11
Public Safety Telecommunicator	8
Public Safety Telecommunicator Trainee	1
Public Works Repairer	6
Purchasing Assistant, Typing	8
Recreation Maintenance Worker	4
Recreation Program Coordinator	4
Recreation Supervisor	10
Recreation Supervisor Sports	10
Recreation Supervisor Swimming	10
Senior Account Clerk	4
Senior Account Clerk Typing	4
Senior Assessing Clerk	4
Senior Building Maintenance Worker	12
Senior Clerk	4

Senior Clerk Typist	4
Senior Communications Technician	16
Senior Electrician	15
Senior Engineering Aide	17
Senior Groundskeeper	15
Senior Maintenance Repairer	12
Senior Maintenance Repairer Carpenter	12
Senior Maintenance Repairer Electrician	12
Senior Maintenance Repairer Plumber	12
Senior Mason	12
Senior Mechanic	15
Senior Mechanical Repairer (Light Equipment)	15
Senior Parking Meter Repairer	12
Senior Public Information Assistant	4
Senior Public Safety Telecommunicator	12
Senior Public Works Repairer	12
Senior Recreation Maintenance Worker	12
Senior Traffic Maintenance Worker	12
Stock Clerk	18
Supervising Cashier	10
Supervising Electrician	18
Supervising Groundskeeper	18
Supervising Heavy Equipment Operator	18
Supervising Laborer	18
Supervising Maintenance Repairer	18
Supervising Maintenance Repairer Carpentry	18
Supervising Mechanic	19
Supervising Mechanical Repairer Light Equipment	18
Supervising Public Safety Telecommunicator	15
Supervisor Building Service	18
Supervisor of Accounts	9
Supervisor Public Works	18
Supervisor Recreation Maintenance	18
Supervisor Sanitation	18
Supervisor Streets	18
Supervisor Traffic Maintenance	18
Tax Clerk, Typing	2
Technical Assistant To Construction Official, Typing	9
Technical Assistant, Land Use	11
Tourism Representative	8

Traffic Maintenance Worker	4
Traffic Signal Electrician	12
Truck Driver	6
Truck Driver, Heavy	10
Violations Clerk	4
Violations Clerk Typing	4
Welder	15
Zoning Officer	17

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

Effective 1/1/2003	1	2	3	4	5	6	7	8	9
Level A	6.85	7.35	7.85	8.35	8.85	9.35	9.85	10.35	10.85
Level B	9.65	10.15	10.65	11.15	11.65	12.15	12.65	13.15	13.65
Level C	10.50 to 24.50								
Level D	15.00 to 25.00								

Effective 1/1/2004	1	2	3	4	5	6	7	8	9
Level A	7.10	7.60	8.10	8.60	9.10	9.60	10.10	10.60	11.10
Level B	9.90	10.40	10.90	11.40	11.90	12.40	12.90	13.40	13.90
Level C	11. to 25.00								
Level D	15.50 to 25.50								

Effective 1/1/2005	1	2	3	4	5	6	7	8	9
Level A	7.35	7.85	8.35	8.85	9.35	9.85	10.35	10.85	11.35
Level B	10.15	10.65	11.15	11.65	12.15	12.65	13.15	13.65	14.15
Level C	11.50 to 25.50								
Level D	16.00 to 26.00								

Level A Titles

Account Clerk
 Account Clerk, Typing
 Airport Attendant
 Building Maintenance Worker
 Cashier
 Clerk
 Clerk Typist
 Golf Ranger
 Lifeguard-Pool
 Recreational Aide
 Recreational Leader
 Recreation Maintenance Worker
 School Traffic Guard
 Telephone Operator
 Water Safety Instructor

Level B Titles

Assessing Aide
 Assistant Violations Clerk
 Audiovisual Equipment Technician
 Equipment Operator
 Identification Officer
 Mechanic
 Postal Clerk
 PS Telecommunicator Trainee
 Public Works Inspector
 Recreation Attendant
 Senior Account Clerk
 Senior Clerk
 Senior Clerk Typist
 Senior Telephone Operator
 Senior Bldg. Maintenance Worker
 Truck Driver

Level C Titles

Accountant
 Animal Control Officer
 Assistant Zoning Officer
 Building Inspector
 Fire Official
 Fire Protection Sub-Code Official

Housing Inspector
 Housing Inspector, Typing
 PS Telecommunicator
 Code Enforcement Officer
 Technical Assistant 3

Level D Titles

Recreation Leader (Aerobics Instructor)

Recreation Leader (Yoga)

F. 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 having worked for five (5) consecutive days or having worked for a total of 15 days in any six (6) month period. 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.

G. 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 titles, who do not work 400 hours per year, will receive an increase in wages of \$.50/hour after two years of employment, provided they have received not less than a satisfactory rating during those two years. Employees working in Level D titles, who work 400 hours per year, will receive an increase in wages annually of \$.50/hour, provided they have received not less than a satisfactory rating the previous year.

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.

I. Wage Increases

For all full-time CWA employees, effective with the signing of this Agreement, a 4% general wage increase applied to base wages, retroactive to 1/1/2003.

For all part-time CWA employees effective with the signing of this Agreement, a \$.25/hour increase for all part-time Level A and Level B employees, and a \$.50/hour increase for all part-time Level C employees. Effective 1/1/04, a 2% general wage increase for all full-time CWA employees (27 pay dates in 2004).

For all part-time CWA employees, a \$.25 increase for Level A and Level B employees, and a \$.50/hour increase for Level C employees. Effective 7/1/04, a 2% general wage increase for all full-time CWA employees (effective after 13th pay). Effective 1/1/05, a 2% general wage increase for all full-time CWA employees (26 pay dates in 2005). For all part-time CWA employees, a \$.25 increase for Level A and Level B employees, and a \$.50/hour increase for Level C employees. Effective 7/1/05, a 2% general wage increase for all full-time CWA employees (effective after 13th pay). For Level D increases, see paragraph G.3 of this article.

SALARY ORDINANCE:

SECTION 1, SCHEDULE 2 CWA WAGE SCALE									
	1	2	3	4	5	6	7	8	9
Effective 1/1/2003 (26 paydates)									
1	25,841	27,326	29,811	30,296	31,781	33,266	34,751	36,236	37,719
2	26,162	27,591	28,840	30,654	32,069	33,483	34,897	36,312	37,726
3	26,919	28,323	29,668	31,012	32,356	33,770	35,044	36,380	37,732
4	27,849	29,700	31,551	33,402	35,252	37,132	38,953	40,804	42,655
5	28,796	30,451	32,062	33,693	35,325	38,076	40,026	41,976	43,927
6	28,798	30,849	32,899	34,948	36,999	39,049	41,098	43,149	45,198
7	30,402	32,085	33,760	35,451	37,135	39,521	41,419	43,317	45,275
8	31,265	33,010	34,757	36,502	38,248	39,993	41,739	43,485	45,231
9	32,392	33,243	35,016	36,892	38,167	40,644	42,519	43,394	45,325
10	31,518	33,472	35,425	37,378	39,331	41,284	43,237	45,190	47,145
11	31,645	33,707	35,770	37,832	39,891	41,957	44,019	46,081	47,888
12	31,769	33,941	36,112	38,285	40,457	42,638	44,801	46,973	48,144
13	32,924	34,478	36,576	38,566	40,557	43,825	45,855	48,083	50,313
14	33,423	35,229	37,938	38,846	40,655	44,622	46,909	49,194	51,432
15	33,896	36,241	38,586	40,930	43,274	45,618	47,962	50,306	52,661
16	35,555	36,193	40,791	43,390	45,988	48,209	50,075	51,950	53,821
17	38,856	40,726	42,597	43,330	45,988	48,585	52,186	53,989	55,163
18	39,423	42,303	44,785	47,465	50,147	52,627	53,347	53,784	56,383
19	42,576	44,153	45,724	50,106	52,593	55,076	57,361	59,189	60,870
20	45,878	48,167	50,456	52,746	55,035	57,324	59,614	61,903	64,192
Effective 1/1/2004 (27 paydates)									
1	26,359	27,873	29,387	30,902	32,417	33,931	35,446	36,960	38,474
2	26,685	29,051	29,417	31,267	32,710	34,233	35,595	37,033	38,461
3	27,518	28,890	30,261	31,632	33,003	34,374	36,744	37,116	38,487
4	28,406	30,294	32,182	34,070	35,957	37,844	39,732	41,620	43,508
5	29,374	31,039	32,703	34,367	36,031	38,036	40,826	42,816	44,806
6	29,374	31,466	33,557	35,647	37,759	39,830	41,920	44,032	46,102
7	31,010	32,727	34,443	36,168	37,878	40,312	42,247	44,164	46,139
8	31,890	33,470	35,452	37,232	39,013	40,793	42,574	44,354	46,136
9	32,920	33,907	35,716	37,630	39,543	41,457	43,369	45,282	46,232
10	32,149	34,141	36,133	38,125	40,117	42,110	44,182	46,094	46,387
11	32,278	34,382	36,485	38,589	40,692	42,796	44,899	47,004	48,846
12	32,405	34,620	36,835	39,051	41,266	43,481	45,697	47,912	50,127
13	33,587	35,167	37,308	39,338	41,368	44,498	46,112	48,045	51,319
14	34,090	35,934	37,779	39,623	41,469	45,515	47,047	50,178	52,511
15	34,576	36,966	39,358	41,740	44,140	46,530	48,922	51,312	53,734
16	36,307	38,957	41,807	44,258	46,908	49,173	51,081	52,989	54,897
17	39,633	41,541	43,449	44,250	46,908	49,558	52,239	54,661	56,266
18	40,211	42,949	45,680	46,413	51,150	53,884	54,814	54,659	57,810
19	43,428	45,035	46,638	51,308	53,643	56,177	58,712	59,350	62,087
20	46,795	49,130	51,463	53,901	56,236	58,470	60,606	63,141	65,476
Effective 7/1/2004 (effective after 13th pay)									
1	26,885	28,430	29,975	31,520	33,065	34,610	36,155	37,700	39,243
2	27,219	28,612	30,805	31,892	33,265	34,836	36,307	37,779	39,258
3	28,069	29,467	30,866	32,265	33,683	35,062	36,459	37,858	39,257
4	28,914	30,900	32,826	34,751	36,676	38,601	40,527	42,453	44,378
5	29,862	31,660	33,357	35,055	36,752	39,614	41,643	43,672	45,702
6	29,862	32,095	34,228	36,360	38,494	40,626	42,758	44,892	47,024
7	31,630	33,392	35,132	36,884	38,635	41,118	43,042	45,067	47,641
8	32,528	34,368	36,161	37,976	39,793	41,609	43,426	45,241	47,656
9	32,660	34,506	36,430	38,383	40,339	42,286	44,237	46,388	47,156
10	32,792	34,824	36,856	38,888	40,920	42,952	44,984	47,016	49,049
11	32,923	35,069	37,215	39,360	41,906	43,552	45,797	47,943	49,823
12	33,053	35,312	37,571	39,832	42,091	44,258	46,611	48,870	51,130
13	34,259	35,871	38,354	41,174	42,195	45,388	47,707	50,626	52,346
14	34,779	36,653	39,535	43,416	42,299	46,425	48,804	51,182	53,562
15	35,267	37,706	40,145	42,583	45,023	47,461	49,900	52,338	54,778
16	37,039	39,736	42,439	45,143	47,846	50,156	52,103	54,049	55,995
17	40,425	42,302	44,328	45,143	47,846	50,549	53,253	55,155	57,391
18	43,015	43,804	46,594	49,383	52,179	54,962	58,502	58,956	58,661
19	44,256	45,934	47,571	52,130	54,716	57,301	59,896	60,848	63,329
20	47,752	50,113	52,494	54,877	57,258	59,640	62,022	64,404	66,795

SALARY ORDINANCE:

SECTION 1, SCHEDULE 2 CWA WAGE SCALE									
	1	2	3	4	5	6	7	8	9
Effective 1/1/2005 (26 paydates)									
1	27,423	28,999	30,575	32,150	33,726	35,302	36,878	38,454	40,029
2	27,763	29,184	30,605	32,530	34,032	35,533	37,033	38,535	40,036
3	28,630	30,057	31,483	32,910	34,337	35,763	37,188	38,615	40,042
4	29,554	31,518	33,482	35,446	37,409	39,373	41,338	43,302	45,266
5	30,561	32,293	34,025	35,756	37,487	40,407	42,476	44,546	46,616
6	30,561	32,737	34,912	37,087	39,264	41,439	43,614	45,790	47,965
7	32,263	34,049	35,835	37,621	39,408	41,940	43,954	45,969	47,982
8	33,179	35,031	36,884	38,736	40,589	42,441	44,294	46,146	47,999
9	33,313	35,277	37,159	39,150	41,140	43,132	45,122	47,112	48,999
10	33,448	35,520	37,593	39,666	41,738	43,811	45,884	47,956	50,030
11	33,582	35,771	37,959	40,148	42,386	44,525	46,713	48,902	50,819
12	33,714	36,018	38,323	40,629	43,039	45,237	47,543	49,848	52,152
13	34,944	36,588	38,815	40,927	43,039	46,295	48,662	51,026	53,393
14	35,467	37,386	39,306	41,224	43,144	47,353	49,780	52,205	54,633
15	35,973	38,460	40,948	43,435	45,923	48,410	50,898	53,385	55,873
16	37,774	40,531	43,288	46,046	48,803	51,160	53,145	55,130	57,115
17	41,234	43,219	45,204	46,046	48,803	51,560	54,319	56,470	58,539
18	41,836	44,680	47,526	50,370	53,216	56,061	56,612	57,076	59,834
19	45,182	46,853	48,522	53,173	56,810	58,447	61,084	61,751	64,596
20	48,686	51,113	53,544	55,974	58,403	60,832	63,263	65,692	68,121
Effective 7/1/2005 (effective after 13th pay)									
1	27,972	29,579	31,186	32,793	34,401	36,008	37,615	39,223	40,829
2	28,319	29,768	31,218	33,181	34,713	36,243	37,774	39,306	40,836
3	29,203	30,680	32,113	33,568	35,023	36,479	37,932	39,387	40,842
4	30,145	32,148	34,152	36,155	38,157	40,161	42,164	44,169	46,171
5	31,172	32,839	34,705	36,471	38,237	41,215	43,323	45,437	47,549
6	31,172	33,392	35,611	37,829	40,049	42,267	44,486	46,706	48,924
7	32,908	34,750	36,531	38,374	40,196	42,779	44,833	46,889	48,942
8	33,842	35,731	37,622	39,511	41,401	43,290	45,180	47,069	48,959
9	33,979	35,983	37,802	39,933	41,963	43,994	46,024	48,054	49,061
10	34,117	36,231	38,345	40,499	42,573	44,687	46,801	49,915	51,031
11	34,254	36,486	38,718	40,951	43,183	45,415	47,648	49,880	51,836
12	34,388	36,739	39,089	41,441	43,792	46,142	48,494	50,845	53,195
13	35,643	37,320	39,591	41,745	43,900	47,221	49,635	52,047	54,460
14	36,177	38,133	40,092	42,049	44,007	48,300	50,775	53,249	55,728
15	36,692	39,229	41,767	44,304	46,842	49,378	52,916	54,453	56,991
16	38,530	41,242	44,194	46,967	49,779	52,183	54,206	56,232	58,257
17	42,059	44,083	46,108	46,967	49,779	52,592	55,405	58,007	59,710
18	42,672	45,574	48,476	51,378	54,281	57,182	57,744	58,217	61,030
19	46,086	47,790	49,493	54,237	56,927	59,614	62,306	62,986	63,887
20	49,660	52,138	54,615	57,094	59,572	62,049	64,528	67,006	69,483

ARTICLE XXIII

PART-TIME EMPLOYEES

- A. Permanent/provisional part-time employees will be supplied uniforms, if required by the City.
- 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 vacation was earned.
- C. 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
- D. Permanent/provisional part-time employees are entitled to prorated bereavement time for pre-scheduled work immediately following a death in the immediate family.
- E. All permanent part-time and provisional part-time employees, who work in excess of 1,040 hours in a calendar year (actual hours worked, exclusive of calculated time off), shall receive a \$500 stipend payable in February of the following year.
- F. CWA part-time permanent/provisional temporary employees – See Article XXII for rates of pay and classification titles.
- G. All part-time permanent/provisional employees must work a minimum of 400 hours in a calendar year to be eligible for a step increase.
- H. Part-time permanent/provisional employees may work a total of 1,248 hours during a calendar year, exclusive of prorated time off.

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:

5 - 9 years of service	2%
10 - 14 years of service	5%
15 - 19 years of service	8%
20 - 23 years of service	10%
24+ years of service	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.

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 Personnel 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 Personnel 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 Personnel 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 shall submit a copy of an official transcript from the institution to the Department Head, 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 Drivers License (CDL) for his/her job duties shall be reimbursed for the drivers 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 Personnel Division's bulletin boards for a minimum of ten (10) 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.
- 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.
- B. Seniority shall be given strong consideration by the employer with respect to promotion.
- C. Seniority shall prevail in the selection of vacation schedules and work schedules.
- D. The Union shall provide the City with a Seniority List on October 1st of each year.

ARTICLE XXXVI

DURATION

A. This Agreement shall be in full force and effect as of January 1, 2003, and shall remain in effect to and including December 31, 2005, 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 29th day of July, 2003.

FOR THE UNION:

[Signature]
Thomas M. Chase
Michael Lepkowski
William H. Ryan

FOR THE CITY:

[Signature]
Angelica Pileggi

APPENDIX A

FULL TIME:

Account Clerk
Account Clerk, Typing
Accountant
Administrative Clerk
Administrative Secretary
Airport Attendant
Animal Control Officer
Assessing Clerk
Assistant Municipal Tax Collector
Assistant Recreation Supervisor
Assistant Storekeeper
Assistant Supervisor Building Service
Assistant Supervisor Recreation Maintenance
Assistant Supervisor of Accounts
Assistant Supervisor Public Works
Assistant Tax Assessor
Assistant Violations Clerk
Assistant Violations Clerk, Typing
Assistant Zoning Officer
Audiovisual Equipment Technician
Building Inspector
Building Maintenance Worker
Building Sub-Code Official
Building Superintendent
Clerk
Clerk Typist
Code Enforcement Officer
Deputy Municipal Court Administrator
Electrical Sub-Code Official
Electrician
Electronic Systems Technician I
Engineering Aide
Equipment Operator
General Supervisor, Laboring
General Supervisor, Public Works
General Supervisor, Recreation Maintenance
General Supervisor, Streets
Greenskeeper
Heating and Air Conditioning Mechanic

Heavy Equipment Operator
Housing Inspector
Identification Officer
Laborer
License Inspector
Maintenance Repairer
Maintenance Repairer, Electrical (HVAC)
Mason
Mason's Helper
Mechanic
Mechanical Repairer Light Equipment
Mechanic's Helper
Payroll Supervisor
Plumbing Sub-Code Official
Principal Account Clerk
Principal Account Clerk Typing
Principal Clerk

Principal Clerk Typist
Principal Purchasing Assistant, Typing
Public Information Assistant
Public Participation Specialist
Public Safety Telecommunicator
Public Safety Telecommunicator Trainee
Public Works Repairer
Purchasing Assistant, Typing
Recreation Maintenance Worker
Recreation Program Coordinator
Recreation Supervisor
Recreation Supervisor Sports
Recreation Supervisor Swimming
Senior Account Clerk
Senior Account Clerk Typing
Senior Assessing Clerk
Senior Building Maintenance Worker
Senior Clerk
Senior Clerk Typist
Senior Communications Technician
Senior Electrician
Senior Engineering Aide
Senior Groundskeeper
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 Parking Meter Repairer
Senior PS Telecommunicator
Senior Public Information Assistant
Senior Public Works Repairer
Senior Recreation Maintenance Worker
Senior Traffic Maintenance Worker
Stock Clerk
Supervising Cashier
Supervising Electrician
Supervising Groundskeeper
Supervising Heavy Equipment Operator
Supervising Laborer
Supervising Maintenance Repairer

Supervising Maintenance Repairer Carpentry
Supervising Mechanic
Supervising Mechanical Repairer Light Equipment
Supervising PS Telecommunicator
Supervisor Building Service
Supervisor of Accounts
Supervisor Public Works
Supervisor Recreation Maintenance
Supervisor Sanitation
Supervisor Streets
Supervisor Traffic Maintenance
Tax Clerk, Typing
Technical Assistant, Land Use
Technical Assistant To Construction Official, Typing
Tourism Representative
Traffic Maintenance Worker
Traffic Signal Electrician
Truck Driver
Truck Driver, Heavy
Violations Clerk
Violations Clerk, Typing
Welder
Zoning Officer

PART TIME:

Account Clerk
Account Clerk, Typing
Accountant
Airport Attendant
Animal Control Officer
Assessing Aide
Assistant Violations Clerk
Assistant Zoning Officer
Audiovisual Equipment Technician
Building Inspector
Building Maintenance Worker
Cashier
Clerk
Clerk Typist
Code Enforcement Officer

Equipment Operator
Fire Official
Fire Protection Sub-Code Official
Golf Ranger
Housing Inspector
Housing Inspector, Typing
Identification Officer
Lifeguard – Pool
Mechanic
Postal Clerk
PS Telecommunicator
PS Telecommunicator Trainee
Public Works Inspector
Recreation Leader
Recreation Leader (Aerobics Instructor)
Recreation Leader (Yoga)
Recreation Maintenance Worker
Recreational Aide
Recreational Leader
School Traffic Guard
Senior Account Clerk
Senior Clerk
Senior Clerk Typist
Senior Building Maintenance Worker
Senior Telephone Operator
Technical Assistant 3
Telephone Operator
Truck Driver
Water Safety Instructor

And Any Replacement/Amended Title Forwarded by the New Jersey Department of Personnel 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.