

AGREEMENT

Between

CITY OF OCEAN CITY

And

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

January 1, 2015 to December 31, 2018

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PREMBLE

THIS AGREEMENT entered into this 6th day of May, 2015, by and between the City of Ocean City, in the County of Cape May, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and the Communications Workers of America, AFL-CIO, hereinafter called the "Union", represents the understanding between the City and the Union on all issues contained here within.

WITNESSETH

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

NOW, THEREFORE, IT IS AGREED as follows:

ARTICLE I

UNION RECOGNITION

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

Elected Officials, Managerial and Professional Employees.

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

ARTICLE II

MANAGEMENT RIGHTS

It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency, is a right and responsibility of the City.

Accordingly, the City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the municipal government and its properties and facilities and to determine the methods of operation to be offered by its employees and to direct the legitimate

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

ARTICLE III

RULES AND REGULATIONS

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

employee benefit existing prior to its effective date.

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

ARTICLE IV

LEGAL REFERENCE

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

ARTICLE V

UNION REPRESENTATIVES AND MEMBERS

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

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

ARTICLE VI

RETENTION OF CIVIL RIGHTS

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

ARTICLE VII

SUB CONTRACTING (INDEPENDENT)

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

ARTICLE VIII

EXTRA CONTRACT AGREEMENT

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

ARTICLE IX

LEAVES OF ABSENCE - PERMANENT EMPLOYEES

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

written response within 10 working days after submitting the request.

- D. Except for military leave, education, FLA or FMLA leave, or any other leave designated by the Civil Service Commission or by law, periods of leaves of absence without pay shall be deducted from an employee's total continuous service, except as otherwise posted by NJCSC rule.
- E. Military leaves shall be granted in accordance with the law.
- F. New Jersey Family Leave Act (FLA)
 - 1. State Family Leave shall be granted in accordance with New Jersey State law.
 - 2. Employees with at least 12 months of service, who have worked not less than 1,000 hours during the immediately preceding 12-month period, are eligible for State Family Leave.
 - 3. An employee may take State Family Leave so that the employees may provide care made necessary by reason of:
 - i. The birth of a child of the employee;
 - ii. The placement for adoption of a child with the employee; or
 - iii. The serious health condition of a family member of the employee.
 - 4. An employee shall be entitled to a family leave of 12 weeks in a calendar 24-month period.
 - 5. An employee may, at his/her option, use paid leave for family leave purposes.

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

such leave.

G. Federal Family Medical Leave Act (FMLA)

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

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

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

ARTICLE X

WORK WEEK AND OVERTIME

A. Hours of Work

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

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

manner:

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

receive overtime compensation.

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

- c. Temporary workload changes shall be limited to 30 consecutive working days and shall not exceed 60 working days in a 12-month period for any one employee.
 - d. In the event that a schedule change is imposed with less than 15 days' notice, then all hours other than the employee's established schedule will be paid at the time-and-one-half rate, unless otherwise provided.
 - 4. To revise schedules for the mutual accommodations and/or mutual convenience of the City and the employee, provided the accommodation does not adversely affect the economic benefits of any other employees.
- C. For any new hires to a CWA position, the City may establish work schedules for such position. This shall not preclude any other CWA employee from applying or competing for such position, or requesting assignment to any newly established schedule. New hires to a CWA position shall be informed of their work schedule prior to appointment. The City will negotiate any of the aforementioned changes with the CWA prior to implementation.
- D. Overtime
 - 1. Overtime shall be defined as time worked beyond the full-time employee's regular workweek. Overtime shall be compensated, unless otherwise provided, at the rate of time-and-one-half the employee's regular rate of pay on the following basis:

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

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

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

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

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

E. On-Call

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

F. Court Employees

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

employee will be paid \$20 per incident.

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

G. Accumulation of Compensatory Time

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

ARTICLE XI

VACATIONS

A. Annual vacations shall be granted as follows:

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

2. From the beginning of the second calendar year until the end of the fifth calendar year - 12 working days.
 3. From the beginning of the sixth calendar year until the end of the tenth calendar year - 14 working days.
 4. From the beginning of the eleventh calendar year until the end of the fifteenth calendar year - 16 working days.
 5. From the beginning of the sixteenth calendar year until the end of the twentieth calendar year - 18 working days.
 6. From the beginning of the twenty-first calendar year until the end of the twenty-fifth calendar year - 20 working days.
 7. From the beginning of the twenty-sixth calendar year until the date of retirement - 22 working days.
- B. If an employee becomes sufficiently ill so as to require in-patient hospitalization while he or she is on vacation, he or she may charge such period of illness and post hospital recuperation against sick leave at his or her option. Said employee must submit proof of hospitalization and physician's certificate as to the need for post hospital recuperation.
- C. For members of the Bargaining Unit, vacations shall be picked by seniority, within classification, in each individual Division.
- D. Vacation leave shall be taken during the calendar year in which vacation leave is

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

1. The Department Head determines and certifies that it cannot be taken because of pressure of work. The Department Head will document in writing the reason(s) for rejection of vacation requests. It is the intent of the City Management to be reasonable in granting requests for vacation time.
2. The employee requests to carry over vacation into the next year. The employee will direct such requests in writing to the Department Head. If an employee decides in November to use vacation previously designated as carry-over, the employee must send a written request to the Department Head for approval. The Department Head must send a response to the requesting employee within two (2) calendar weeks.
3. All vacation for the current year including carry-over time must be scheduled by November 1st. Vacations should be scheduled five (5) working days in advance of the vacation requested.

E. Any unused vacation (resulting from D-1 or D-2 above) may be carried forward to the next succeeding year only, and will be scheduled by the employee to be taken in the next succeeding year. No more than one-half of an employee's current year's authorized vacation, with a maximum of 10 days, may be carried forward to the next year.

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

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

ARTICLE XII

HOLIDAYS

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

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

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

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

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

ARTICLE XIII

INJURY LEAVE

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

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

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

ARTICLE XIV

SICK LEAVE

A. Service Credit for Sick Leave

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

B. Amount of Sick Leave

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

C. Reporting of Absence on Sick Leave

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

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

D. Verification of Sick Leave

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

- c. The Union further acknowledges that the City, through its Business Administrator or his designee, may adopt such sick leave verification policies from time to time to control sick leave abuses as it may deem necessary. A copy of said policy shall be given to the Union 20 days prior to its implementation.
 2. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.
 3. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees. If an employee is under a specialist's care due to his/her condition, the specialist's release should be sufficient to return the employee to work.
- E. Sick Leave Compensation Upon Retirement/Terminal Leave (full-time employees)
1. If an employee retires without using up all of his/her sick leave, s/he shall be compensated for sick leave as provided herein:

a. Criteria for payment:

DAYS NEEDED
160

COMPENSATION
\$16,500

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

DAYS NEEDED
more than 160

COMPENSATION
\$95 per each day over 160

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

ARTICLE XV

INSURANCE, HEALTH AND WELFARE

A. The City 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. All of these benefits are paid in accordance with the CWA Plan Document.

1. Maximum benefit coverage for orthodontics shall be \$3,000.
Maximum annual dental coverage shall be \$1,500.
2. The existing health insurance coverage and prescription coverage is State Health Benefits Program in accordance with the terms, conditions and policies of insurance offered under those plans. The base plan shall be Direct 10, other options are at employee election.
3. Beginning January 1, 2016, the base health plan referred to herein shall correspond with NJ Direct 15. The effect of this change is as follows:
 - Doctor visit co-pays increase from \$10.00 to \$15.00.
 - Out-of-network coinsurance decreases from 80% to 70%. Out-of-pocket maximums remain the same.
 - Emergency Room visits increase from \$25.00 to \$100.00.

During the term of this contract, CWA 1078 agrees to participate with other bargaining units in discussions with the City and their professionals regarding

potential savings in the cost of health benefits.

4. Healthcare co-pays shall be required under Chapter 78 PL 2011.
5. Prescription Co-pays:

Generic	\$ 5
Formulary	\$15
Non-Formulary	\$20

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.

- B. The City shall provide a vision care program for the employee and his/her family. Coverage shall be 1/3 co-pay with a maximum benefit of \$500 for the member and/or his/her family, which can include laser eye surgery for the member and/or their family.
- C. The City shall provide a \$25,000.00 life insurance policy on the life of each member. The employee shall designate the beneficiary thereof. Upon separation of service of the member, and at his/her option and cost, the employee may convert said life insurance policy on an individual basis.
- D. If a member dies while in the employ of the City, the City shall continue to provide in full force and effect all insurance benefits as specified in paragraphs A and B above for the member's spouse and children until each child reaches his/her 21st birthday. In the event that there are no children, or the children have already

reached their 21st birthday, the surviving spouse benefits will continue for three (3) years, or until the spouse is eligible for Medicare, whichever comes first.

E. All CWA employees shall be covered by appropriate liability insurance purchased by the City of Ocean City. The City agrees to provide legal representation for all CWA employees if litigation should develop as a result of actions performed in the course of duty as a City employee. Additionally, the City will indemnify and save harmless the CWA employees from any liability for personal injury or property damage which may result from legal actions undertaken by the CWA employee during the normal course of employment.

F. Retirement Health Benefits

1. A member who retires on/after January 1, 1990, with 25 or more years of permanent full-time service with the City shall be entitled to receive health benefit coverage (medical/major medical) for the retiree and his/her family.
2. A member who retires on or after January 1, 1996, with 25 or more years of permanent full-time service with the City shall receive prescription benefits with a 1/3 co-pay for the retiree and his/her family.
3. Such coverage for the employee or for the spouse shall not extend beyond the date when each individually reaches the age of 65 or becomes eligible for Medicare/Medicaid, or until the death of said retiree.
 - a. When a member, who retires after January 1, 1992, and his/her spouse

becomes eligible for Medicare/Medicaid, the City's health plan shall remain in effect as secondary provider. The City's maximum liability as secondary provider shall be \$20,000 annually per covered individual.

- b. When a member, who retires after January 1, 1996, dies prior to reaching the age of 65, the City shall continue the health benefit coverage entitlement for the member's spouse until his/her death or remarriage and for the retired member's children until each reaches his/her 21st birthday.
4. Such coverage shall be limited to retirees who are not covered by an equal or better health insurance plan through a future employer.
5. If a retiree's future employment terminates and thereby discontinues his/her health insurance, she/he must notify the City, Division of Personnel, prior to October 1st so that they might be budgeted and included in the next open enrollment period. In the event the plan does not permit reentry, the retiree shall not be covered.
6. It is understood and agreed that health care coverage for retirees is not retroactive and will only apply to individuals who retire after January 1, 1990, who conform to any restrictions noted above.
7. An employee, upon retirement and at his/her own expense, shall be permitted to continue the comprehensive health benefit program

(medical/major medical) for the retiree and his/her family.

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

1. Effective April 1, 2009, the existing health insurance coverage and prescription coverage shall be converted to the State Health Benefits Program in accordance with the terms, conditions and policies of insurance offered under those plans.

The base plan shall be Direct 10, other options are at employee election.

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

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

H. CWA Sponsored Disability Plan

1. The City agrees to make payroll deductions for eligible participants in the CWA sponsored disability plan. The administration of the CWA sponsored disability plan shall rest solely with the CWA. The Director of Financial Management shall promulgate rules and regulations for the implementation

and documentation of said deduction. The CWA shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action by the City in reliance of the deduction documentation and said plan. The CWA shall provide a formal copy of the executed CWA sponsored disability plan to the City prior to implementation of the plan.

2. All CWA employees participating in the CWA sponsored disability plan shall be enrolled in direct deposit and continue direct deposit while enrolled in the CWA sponsored disability plan. Direct Deposit participation shall not be limited to those employees who are enrolled in the CWA sponsored disability plan. The CWA shall encourage its members to enroll in the City's Direct Deposit Program.

I. Whenever an employee is out of work due to a suspension for more than 60 days, health benefits will be suspended (with the exception of employees undergoing rehabilitation for substance abuse, or entering rehabilitation for substance abuse as part of discipline) on the 61st day, after which COBRA will be offered in compliance with that regulation.

J. Full-time employees who are covered by the City health insurance, may take advantage of the City's Opt Out Program, by complying with that program's provisions, as long as that program is in existence.

ARTICLE XVI

DUES DEDUCTION

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

- B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice 30 days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for such employee.

- C. The Union will provide the necessary "check-off" authorization form and the Union will secure the signatures of its members on the form and deliver the signed forms to the City Treasurer. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the Union to the City or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary of the Union advising of such changed deduction.

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

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

- G. The Union agrees to furnish the City with a copy of its "demand and return system," which must be established and maintained by the Union in accordance with the law.
- H. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Article.

ARTICLE XVII

UNIFORM ALLOWANCE

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

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

1. An employee must remain in the employ of the City for three months to retain the initial issue. Thereafter, an employee need only return the patches to the City upon resignation.
2. The City shall provide an annual uniform allowance 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.

2. Serious illness (including childbirth) in the immediate family of the employee shall not exceed three (3) working days per year. Serious illness shall be any instance in which such member of the immediate family is either hospitalized or incapacitated while at home with medical certification either verbal or written.
3. Immediate family shall consist of wife, husband, child, mother, father, brother, sister, stepmother, stepfather, stepchild, guardian, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law, brother-in-law and spouse's grandparents.

4. Personal Time

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

- a. Personal time may be used for emergencies, religious holidays or personal matters.
- b. A personal day may be taken any time providing there is no scheduling conflict. A scheduling conflict shall mean any time the City would have to compensate someone at premium time to give the employee the day off. Any conflict may be resolved on the basis of seniority within the work unit.

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

ARTICLE XIX

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement. Management and the Union are committed to utilizing this procedure to resolve problems.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Division, for the purpose of resolving the issue.
- C. A "grievance" as used herein means any controversy arising over the interpretation, application, or violation of policies, agreements or administrative decisions affecting the terms and conditions of employment of an employee, a group of employees, or the Union.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless a step is waived by mutual consent:
 - 1. Step One – Written grievance (using approved grievance form) to Department Head within 30 calendar days after the occurrence, copy to Union and to Personnel. Within 10 calendar days the Department Head meets with the grievant and renders a written decision. Both parties agree

that the date that shall be used to meet the meaning of “the date the grievance was filed” shall be the date stamped by the receiving Department Head’s office.

2. Step Two – If the grievant is not satisfied with the Step One response (or if no Step One response is received by 15 calendar days after the grievance was submitted at Step One), the grievant may send the Step Two grievance to the Business Administrator for resolution. The Business Administrator (or designee) has 15 calendar days to meet with the grievant and to render a written decision.
3. Step Three - Binding Arbitration
 - a. In the event the grievance has not been satisfactorily resolved at Step Two, the Union and only the Union may submit the matter to arbitration on the following conditions:
 1. The request for arbitration shall be filed only by the International Representative of the Union.
 2. The request for arbitration must be filed in writing with the Public Employment Relations Commission (PERC) no later than 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. All non-disciplinary grievances, the cost for the service of the arbitrator shall be borne equally by the City and the Union. Any other expenses, including but not limited to the presentation of witnesses and the preparation of transcripts, shall be paid by the party incurring same.
- d. For disciplinary grievances, the cost of the first two arbitration hearings, per year, shall be borne equally by the City and the Union. Thereafter, any additional arbitration costs beyond the first two per year shall be paid by the losing party.
- e. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, subtract from, alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

- E. The designated Union representatives shall be permitted as members of the grievance committee to confer with employees and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without the loss of pay, provided the conduct of said business shall not diminish the effectiveness of the designated representative's Division or require the recall of off-duty employees, and further provided that permission is granted in advance by the appropriate Department Head or his/her designee.
- F. Any aggrieved party may be represented by the Union's representatives at all stages of the grievance procedure and no reprisals of any kind shall be taken by the City against any party or representative involved in the grievance. A minority organization or outside party may not represent anyone at any stage of the grievance procedure.
- G. All employees who have filed a grievance under this Agreement shall continue to work in accordance with the direction of the Department Head or other supervisory personnel until such grievance is properly determined.

ARTICLE XX

DISCIPLINE AND EVALUATION PROCEDURES

- A. Employees shall be evaluated by their supervisors or other designee at least once, but not more than three times each contract year which is followed by a written

evaluation report and by a conference between the employee and the evaluator for the purpose of identifying strengths and weaknesses.

- B. An employee shall be given a copy of the evaluation report prepared by his/her evaluator at least 24 hours before any conference to discuss it. No such report shall be submitted to the Personnel office or placed in the employee's file without prior conference. The employee shall sign the evaluation report and date it when it is presented to him/her. Said signature shall merely indicate that the employee has received a copy of this report. In the event an employee refuses to affix his/her signature to the evaluation report, the City shall have the right to note such refusal and place the document in the file and the Union shall be notified in writing.
- C. An employee shall have the right to review the contents of his/her personnel file. An employee shall have the right to have a representative of the Union accompany him/her during such review.
- D. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has received a copy of it which shall be indicated by the employee's signature on the document in the file folder of the employee. In the event an employee refuses to affix his/her signature to the document, the City shall have the right to note such refusal and place the document in the file and the Union shall be notified in writing.

- E. No employee shall be disciplined or reduced in compensation without just cause and such action shall be subject to the grievance procedure as follows:
1. For permanent employees, discipline of more than five (5) days shall not be subject to binding arbitration but shall be subject to the New Jersey Department of Personnel procedures. Discipline of five (5) or less days shall be subject to binding arbitration.
 2. For provisional employees, discipline and discharge shall not be subject to binding arbitration for the first 90 days of employment. Thereafter, all discipline shall be subject to binding arbitration.
- F. An employee may have a representative of the Union present in any meeting where the matter could adversely affect continued employment, withholding of increment, or disciplinary action.
- G. All disciplinary action, including suspension, taken against any employee shall be done in accordance with New Jersey Department of Personnel Rules and Regulations. In cases when the Department Head deems the suspension of an employee to be an immediate necessity for the safety of the public or the welfare of the City, he/she shall submit a report explaining such action to the Business Administrator within 24 hours. Two copies of said report shall be given immediately to the employee, one copy for the employee and one copy for the Union, at the employee's discretion.

- H. Charges should be brought against any employee within a reasonable time after a documented incident. Reasonable time under most circumstances shall mean 30 days.

ARTICLE XXI

COMMENDATION

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

ARTICLE XXII

WAGES

- A. This article lists all of the position titles under the jurisdiction of the CWA, as well as the salary levels for permanent full-time and permanent part-time CWA employees of the City.
- B. Salary Committee
- Up to three individuals each from the City and the CWA shall meet on a regular basis.
1. This Salary Committee would be jointly chaired by the Human Resources Director and by one CWA official to be designated by the CWA.
 2. This Salary Committee will be convened in order to negotiate the grade level whenever a new position title is initiated. When a new position title is

initiated, the City will communicate that information to the CWA, and a discussion will be conducted to determine if that title falls under the jurisdiction of the CWA. After that determination is made, if the title does belong in the CWA, the City will negotiate the grade level of the new position title with the CWA.

3. The City of Ocean City acknowledges its obligation under New Jersey statutes and case law interpreting these statutes that it has an on-going obligation to provide CWA Local 1078 with information it needs to enable the Union to meet its statutory duties and responsibilities as bargaining representative. The City agrees to respond to information requests from the Union, which shall be in writing, within two (2) weeks of the request unless such time is extended by mutual agreement. Should the City reasonably believe that the Union is not entitled to the requested information, it shall provide a written statement specifying with particularity the reason or reasons the Union is not entitled to the information. This statement shall be sent to the President of CWA Local 1078 and to the CWA Staff Representative by delivery-confirmable means within two (2) weeks of the initial request. If the parties cannot agree on the information to be provided, either party may request the assistance of PERC to resolve the matter.

4. The City shall not unilaterally remove a Local 1078 member from the negotiating unit, nor shall the City cease deducting dues and remitting same as called for in the Collective Bargaining Agreement.

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

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

<u>Level</u>	<u>Title</u>
16	Code Enforcement Officer
10	Computer Service Technician
10	Deputy Municipal Court Administrator
12	Drafting Technician
20	Electrical Subcode Official
12	Electrician
17	Electronic Systems Technician 1
18	Electronic Systems Technician 2
10	Engineering Aide
12	Equipment Operator
19	General Supervisor, Laboring
19	General Supervisor, Public Works
19	General Supervisor, Recreation Maintenance
19	General Supervisor, Streets
19	General Supervisor, Trades
12	Greenskeeper
15	Heating and Air Conditioning Mechanic
13	Heavy Equipment Operator
12	Housing Inspector
7	Identification Officer
2	Keyboarding Clerk 1
4	Keyboarding Clerk 2
9	Keyboarding Clerk 3
1	Laborer 1
18	Laborer 3
16	License Inspector
6	Maintenance Repairer
10	Maintenance Repairer, Electrical (HVAC)
18	Maintenance Supervisor, Grounds
4	Maintenance Worker 1 Grounds
12	Maintenance Worker 2 Grounds

<u>Level</u>	<u>Title</u>
8	Mason
4	Mason's Helper
12	Mechanic
6	Mechanic's Helper
12	Mechanical Repairer Light Equipment
12	Meter Worker 2
18	Office Supervisor
17	Payroll Supervisor
20	Plumbing Subcode Official
9	Principal Account Clerk
9	Principal Account Clerk Typing
18	Principal Accountant
17	Principal Purchasing Assistant
16	Program Development Specialist, Cultural and Heritage Affairs
2	Public Information Assistant
11	Public Participation Specialist
8	Public Safety Telecommunicator
1	Public Safety Telecommunicator Trainee
6	Public Works Repairer
8	Purchasing Assistant
4	Recreation Program Coordinator
10	Recreation Supervisor
10	Recreation Supervisor Swimming
12	Secretarial Assistant
4	Senior Account Clerk
4	Senior Account Clerk Typing
13	Senior Accountant
12	Senior Building Maintenance Worker
16	Senior Communications Technician
16	Senior Computer Service Technician
15	Senior Electrician

<u>Level</u>	<u>Title</u>
16	Senior Engineering Aide
15	Senior Greenskeeper
12	Senior Maintenance Repairer
12	Senior Maintenance Repairer Carpenter
12	Senior Maintenance Repairer Electrician
12	Senior Maintenance Repairer Plumber
12	Senior Mason
15	Senior Mechanic
15	Senior Mechanical Repairer (Light Equipment)
4	Senior Public Information Assistant
12	Senior Public Safety Telecommunicator
12	Senior Public Works Repairer
20	Senior Technician MIS
12	Senior Traffic Maintenance Worker
18	Sewers/Supervisor Streets
12	Stock Clerk
10	Supervising Cashier
18	Supervising Electrician
18	Supervising Equipment Operator
18	Supervising Heating and Air Conditioning Mechanic
18	Supervising Heavy Equipment Operator
18	Supervising Maintenance Repairer
18	Supervising Maintenance Repairer Carpentry
19	Supervising Mechanic
18	Supervising Mechanical Repairer Light Equipment
18	Supervising Plumber
15	Supervising Public Safety Telecommunicator
18	Supervisor Building Service
9	Supervisor of Accounts
18	Supervisor Public Works
18	Supervisor Recreation Maintenance

<u>Level</u>	<u>Title</u>
18	Supervisor Sanitation
18	Supervisor Traffic Maintenance
9	Technical Assistant 3
9	Technical Assistant, Construction Official
16	Technical Assistant, Land Use
8	Tourism Representative
4	Traffic Maintenance Worker
12	Traffic Signal Electrician
6	Truck Driver
10	Truck Driver, Heavy
4	Violations Clerk
4	Violations Clerk Typing
15	Welder
19	Zoning Officer

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

2015

	1	2	3	4	5	6	7	8	9
Level A	10.10	10.60	11.10	11.60	12.10	12.60	13.10	13.60	14.10
Level B	12.90	13.40	13.90	14.40	14.90	15.40	15.90	16.40	16.90
Level C	14.25	to	28.50						
Level D	18.50	to	29.00						
Level E	30.00	to	40.00						

2016

	1	2	3	4	5	6	7	8	9
Level A	10.35	10.85	11.35	11.85	12.35	12.85	13.35	13.85	14.35
Level B	13.15	13.65	14.15	14.65	15.15	15.65	16.15	16.65	17.15
Level C	14.50	to	29.00						
Level D	18.75	to	29.75						
Level E	30.25	to	40.75						

2017

	1	2	3	4	5	6	7	8	9
Level A	10.60	11.10	11.60	12.10	12.60	13.10	13.60	14.10	14.60
Level B	13.40	13.90	14.40	14.90	15.40	15.90	16.40	16.90	17.40
Level C	14.75	to	29.50						
Level D	19.00	to	30.50						
Level E	30.50	to	41.50						

2018

	1	2	3	4	5	6	7	8	9
Level A	10.85	11.35	11.85	12.35	12.85	13.35	13.85	14.35	14.85
Level B	13.65	14.15	14.65	15.15	15.65	16.15	16.65	17.15	17.65
Level C	15.00	to	30.00						
Level D	19.25	to	31.25						
Level E	30.75	to	42.25						

Level A Titles

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

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

Level B Titles

Airport Attendant
Assessing Aide
Assistant Violations Clerk
Clerk 1 (Postal only)
Identification Officer
Lifeguard (Pool)
Maintenance Repairer
PS Telecommunicator Trainee
Recreation Leader
Senior Account Clerk
Senior Building Maintenance Worker
Senior Cashier

Senior Clerk
Keyboarding Clerk 2
Senior Golf Ranger
Senior Telephone Operator
Truck Driver
Water Safety Instructor
School Traffic Guard (hired after January 1, 2009)

Level C Titles

Accountant
Animal Control Officer
Assistant Supervisor Building Services
Assistant Zoning Officer
Building Inspector
Code Enforcement Officer
Communication Technician
Equipment Operator
Fire Official
Fire Protection Subcode Official
Housing Inspector
Mechanic
PS Telecommunicator
Principal Account Clerk
Principal Cashier
PW Inspector
Senior Assessing Aide
Senior Identification Officer
Senior Maintenance Repairer
Technical Assistant 3
Technical Assistant MIS
Truck Driver Heavy

Level D Titles

Recreation Leader (Aerobics Instructor)
Recreation Leader (Yoga)

Recreation Leader (Aqua)
Geographic Information Systems Specialist 3
Level E Title
Plumbing Subcode Official

E. Out Of Title Wages

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

F. Wage Increments

1. All employees shall be eligible for step increases annually, provided they have received not less than a satisfactory rating the previous year.

2. All employees hired prior to July 1st in any given year shall be eligible to receive the appropriate increment. All employees hired from July 1st through December 31st shall not be eligible for increment until the second January 1st they have been in the employ of the City. All other increments shall be payable January 1st of any given year.

3. Employees working in Level D and Level E Titles will receive an increase in wages annually of \$.50/hour, provided they have received not less than a satisfactory rating the previous year.

G. Promotions

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

H. Wage Increases

1. Full-Time Employees:

Effective 1/1/2015, a 1.5% increase plus increments and longevity.

Effective 1/1/2016, a 1.25% increase plus increments and longevity.

Effective 1/1/2017, a 1.25% increase plus increments and longevity.

Effective 1/1/2018, a 1.25% increase plus increments and longevity.

2. Part-Time Employees:

Effective 1/1/2015, a \$.25/hour increase plus increments.

Effective 1/1/2016, a \$.25/hour increase plus increments.

Effective 1/1/2017, a \$.25/hour increase plus increments.

Effective 1/1/2018, a \$.25/hour increase plus increments.

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

CWA 1078 WAGE SCALE										
	1	2	3	4	5	6	7	8	9	
HIRED PRIOR TO 12/31/2008										
1.50%	Effective 1/1/2015									
1	36,889	39,009	41,128	43,248	45,368	47,487	49,607	51,727	53,845	
2	37,347	39,257	41,170	43,259	45,379	47,497	49,616	51,836	53,855	
3	38,513	40,432	42,351	44,270	46,189	48,108	50,025	51,944	53,863	
4	39,755	42,397	45,039	47,681	50,322	52,964	55,606	58,248	60,890	
5	41,110	43,440	45,769	48,098	50,426	54,354	57,137	59,922	62,707	
6	41,110	44,037	46,963	49,889	52,816	55,742	58,668	61,595	64,521	
7	43,399	45,802	48,204	50,607	53,010	56,417	59,126	61,836	64,544	
8	44,631	47,122	49,615	52,106	54,599	57,091	59,583	62,075	64,568	
9	44,812	47,454	49,985	52,664	55,341	58,019	60,696	63,373	64,702	
10	44,993	47,781	50,569	53,357	56,145	58,933	61,721	64,509	67,299	
11	45,174	48,118	51,062	54,006	56,950	59,894	62,838	65,782	68,361	
12	45,351	48,451	51,551	54,652	57,752	60,852	63,954	67,054	70,154	
13	47,006	49,217	52,213	55,054	57,895	62,275	65,458	68,639	71,822	
14	47,710	50,290	52,873	55,454	58,036	63,698	66,963	70,225	73,491	
15	48,390	51,735	55,082	58,427	61,774	65,120	68,467	71,812	75,159	
16	50,813	54,521	58,230	61,940	65,649	68,819	71,489	74,159	76,830	
17	55,467	58,137	60,807	61,940	65,649	69,358	73,068	76,499	78,745	
18	58,276	60,103	63,931	67,757	71,585	75,411	78,153	76,776	80,467	
19	60,778	63,025	65,271	71,527	75,075	78,621	82,169	83,066	86,852	
20	65,491	68,759	72,026	75,295	78,563	81,830	85,099	88,367	91,634	
1.25%	Effective 1/1/2016									
1	37,350	39,496	41,642	43,789	45,935	48,081	50,227	52,373	54,518	
2	37,813	39,748	41,884	44,306	46,351	48,395	50,439	52,484	54,528	
3	38,994	40,937	42,880	44,823	46,766	48,709	50,650	52,593	54,536	
4	40,252	42,927	45,602	48,277	50,951	53,626	56,301	58,976	61,652	
5	41,624	43,983	46,341	48,699	51,057	53,415	55,773	58,131	60,489	
6	41,624	44,583	47,550	50,513	53,477	56,439	59,401	62,365	65,328	
7	43,941	46,375	48,806	51,240	53,673	57,122	59,565	62,609	65,351	
8	45,189	47,711	50,235	52,758	55,282	57,804	60,328	62,851	65,375	
9	45,372	48,047	50,610	53,322	56,033	58,745	61,455	64,166	65,511	
10	45,555	48,378	51,201	54,024	56,847	59,670	62,493	65,316	68,140	
11	45,738	48,719	51,700	54,681	57,661	60,642	63,623	66,604	69,215	
12	45,918	49,057	52,195	55,336	58,474	61,613	64,753	67,892	71,031	
13	47,594	49,832	52,865	55,742	58,619	63,054	66,276	69,497	72,720	
14	48,306	50,919	53,534	56,147	58,761	64,495	67,800	71,103	74,409	
15	48,994	52,382	55,771	59,158	62,547	65,934	69,323	72,710	76,099	
16	51,448	55,203	58,958	62,715	66,470	69,679	72,382	75,086	77,790	
17	56,160	58,864	61,568	62,715	66,470	70,225	73,981	77,456	79,730	
18	56,990	60,854	64,730	68,604	72,480	76,354	77,105	77,736	81,493	
19	61,537	63,813	66,087	72,421	76,013	79,604	83,196	84,104	87,978	
20	66,310	69,618	72,927	76,237	79,545	82,853	86,163	89,471	92,780	

CWA 1078 WAGE SCALE										
	1	2	3	4	5	6	7	8	9	
1.25% Effective 1/1/2017										
1	37,817	39,990	42,163	44,336	46,509	48,682	50,855	53,028	55,199	
2	38,286	40,245	42,205	44,860	46,931	49,000	51,069	53,140	55,209	
3	39,481	41,449	43,416	45,383	47,351	49,318	51,283	53,251	55,218	
4	40,755	43,464	46,172	48,881	51,588	54,296	57,005	59,714	62,422	
5	42,144	44,533	46,920	49,308	51,695	55,721	58,574	61,429	64,284	
6	42,144	45,145	48,145	51,144	54,145	57,144	60,144	63,145	66,144	
7	44,491	46,954	49,416	51,880	54,344	57,836	60,613	63,391	66,168	
8	45,754	48,308	50,863	53,417	55,973	58,527	61,082	63,636	66,192	
9	45,939	48,648	51,243	53,989	56,733	59,479	62,223	64,968	66,330	
10	46,125	48,983	51,841	54,699	57,558	60,416	63,274	66,132	68,992	
11	46,310	49,328	52,346	55,364	58,382	61,400	64,418	67,436	70,080	
12	46,492	49,670	52,848	56,027	59,205	62,383	65,563	68,741	71,918	
13	48,189	50,455	53,526	56,439	59,351	63,842	67,105	70,366	73,629	
14	48,910	51,555	54,203	56,849	59,496	65,361	68,647	71,992	75,340	
15	49,607	53,036	56,468	59,897	63,328	66,758	70,189	73,619	77,050	
16	52,091	55,893	59,695	63,498	67,300	70,550	73,287	76,025	78,762	
17	56,862	59,600	62,337	63,498	67,300	71,102	74,906	78,424	80,726	
18	57,692	61,615	65,539	69,462	73,386	77,309	78,069	78,708	82,511	
19	62,307	64,611	66,913	73,326	76,963	80,599	84,236	85,155	89,078	
20	67,139	70,489	73,838	77,189	80,539	83,889	87,240	90,590	93,939	
1.25% Effective 1/1/2018										
1	38,290	40,490	42,690	44,890	47,090	49,290	51,491	53,691	55,889	
2	38,765	40,748	42,733	45,420	47,517	49,612	51,708	53,804	55,900	
3	39,975	41,967	43,959	45,951	47,942	49,934	51,924	53,916	55,908	
4	41,264	44,007	46,749	49,492	52,233	54,975	57,718	60,460	63,202	
5	42,871	45,090	47,507	49,924	52,341	56,418	59,307	62,197	65,088	
6	42,871	45,710	48,746	51,783	54,822	57,859	60,896	63,934	66,971	
7	45,047	47,541	50,034	52,529	55,023	58,559	61,371	64,184	66,995	
8	46,326	48,912	51,499	54,085	56,673	59,258	61,846	64,432	67,019	
9	46,514	49,256	51,883	54,663	57,442	60,222	63,001	65,780	67,159	
10	46,701	49,595	52,489	55,383	58,277	61,171	64,065	66,959	69,855	
11	46,889	49,945	53,000	56,056	59,112	62,168	65,224	68,279	70,956	
12	47,073	50,291	53,508	56,728	59,945	63,163	66,382	69,600	72,817	
13	48,791	51,086	54,195	57,144	60,093	64,640	67,944	71,246	74,549	
14	49,521	52,200	54,880	57,559	60,240	66,117	69,505	72,891	76,281	
15	50,227	53,699	57,174	60,646	64,120	67,592	71,067	74,539	78,013	
16	52,742	56,592	60,441	64,292	68,142	71,432	74,203	76,975	79,747	
17	57,573	60,345	63,116	64,292	68,142	71,991	75,842	79,404	81,735	
18	58,413	62,385	66,358	70,330	74,303	78,275	79,044	79,692	83,543	
19	63,085	65,418	67,749	74,243	77,925	81,606	85,289	86,220	90,192	
20	67,978	71,370	74,761	78,154	81,546	84,937	88,331	91,722	95,114	

CWA 1078 WAGE SCALE										
	1	2	3	4	5	6	7	8	9	
HIRED ON OR AFTER 1/1/2009										
1.50% Effective 1/1/2015										
1	35,044	37,058	39,072	41,086	43,099	45,113	47,127	49,140	51,152	
2	35,479	37,294	39,111	41,571	43,490	45,408	47,325	49,244	51,162	
3	36,587	38,410	40,233	42,056	43,879	45,702	47,524	49,347	51,170	
4	37,767	40,277	42,787	45,297	47,806	50,316	52,826	55,336	57,846	
5	39,054	41,268	43,481	45,693	47,905	51,636	54,280	56,926	59,571	
6	39,054	41,836	44,615	47,394	50,176	52,955	55,735	58,516	61,295	
7	41,229	43,512	45,794	48,077	50,360	53,596	56,169	58,744	61,317	
8	42,400	44,766	47,135	49,501	51,869	54,236	56,604	58,971	61,339	
9	42,571	45,081	47,486	50,031	52,574	55,118	57,662	60,205	61,467	
10	42,743	45,392	48,041	50,689	53,338	55,987	58,635	61,284	63,934	
11	42,915	45,712	48,508	51,305	54,102	56,899	59,696	62,493	64,943	
12	43,083	46,028	48,973	51,920	54,865	57,810	60,756	63,701	66,646	
13	44,656	46,756	49,602	52,301	55,000	59,162	62,185	65,207	68,231	
14	45,324	47,776	50,229	52,681	55,134	60,514	63,614	66,714	69,816	
15	45,970	49,148	52,326	55,506	58,686	61,864	65,044	68,222	71,401	
16	46,272	51,795	55,319	58,843	62,366	65,378	67,914	70,451	72,988	
17	52,693	55,230	57,767	58,843	62,366	65,890	69,414	72,675	74,808	
18	53,462	57,097	60,734	64,369	68,006	71,641	72,345	72,938	76,462	
19	57,739	59,874	62,007	67,951	71,321	74,690	78,060	78,913	82,548	
20	62,217	65,321	68,425	71,531	74,635	77,739	80,844	83,948	87,052	
1.25% Effective 1/1/2016										
1	35,482	37,521	39,560	41,599	43,638	45,677	47,716	49,755	51,792	
2	35,923	37,761	39,600	42,090	44,034	45,975	47,917	49,860	51,801	
3	37,044	38,890	40,736	42,582	44,428	46,274	48,118	49,964	51,809	
4	38,239	40,781	43,322	45,863	48,403	50,945	53,486	56,028	58,569	
5	39,543	41,784	44,024	46,264	48,504	52,282	54,959	57,637	60,316	
6	39,543	42,358	45,173	47,987	50,803	53,617	56,431	59,247	62,061	
7	41,744	44,056	46,366	48,678	50,989	54,266	56,872	59,478	62,084	
8	42,930	45,326	47,724	50,120	52,518	54,914	57,312	59,708	62,106	
9	43,104	45,645	48,079	50,656	53,231	55,807	58,382	60,957	62,235	
10	43,277	45,959	48,641	51,323	54,005	56,686	59,368	62,050	64,733	
11	43,451	46,283	49,115	51,947	54,778	57,610	60,442	63,274	65,754	
12	43,622	46,604	49,585	52,569	55,551	58,532	61,516	64,497	67,479	
13	45,214	47,341	50,222	52,955	55,688	59,901	62,963	66,023	69,084	
14	45,891	48,373	50,857	53,339	55,823	61,270	64,410	67,548	70,689	
15	46,545	49,763	52,982	56,200	59,419	62,637	65,857	69,074	72,294	
16	48,876	52,443	56,010	59,579	63,146	66,195	68,763	71,332	73,900	
17	53,352	55,921	58,489	59,579	63,146	66,713	70,282	73,583	75,743	
18	54,131	57,811	61,493	65,174	68,856	72,536	73,250	73,849	77,418	
19	58,460	60,622	62,782	68,800	72,213	75,623	79,036	79,899	83,579	
20	62,995	66,137	69,280	72,425	75,568	78,710	81,855	84,998	88,141	

CWA 1078 WAGE SCALE									
	1	2	3	4	5	6	7	8	9
1.25% Effective 1/1/2017									
1	35,926	37,990	40,055	42,119	44,183	46,248	48,312	50,377	52,439
2	36,372	38,233	40,095	42,617	44,584	46,550	48,516	50,483	52,449
3	37,507	39,376	41,245	43,114	44,983	46,852	48,719	50,588	52,457
4	38,717	41,290	43,864	46,437	49,008	51,582	54,155	56,728	59,301
5	40,037	42,306	44,574	46,842	49,110	52,935	55,646	58,358	61,070
6	40,037	42,888	45,737	48,587	51,438	54,287	57,137	59,988	62,837
7	42,266	44,607	46,946	49,286	51,627	54,945	57,582	60,222	62,860
8	43,466	45,892	48,320	50,746	53,174	55,600	58,028	60,454	62,882
9	43,642	46,215	48,680	51,289	53,896	56,505	59,112	61,719	63,013
10	43,818	46,534	49,249	51,964	54,680	57,395	60,110	62,826	65,543
11	43,994	46,862	49,729	52,596	55,463	58,330	61,197	64,065	66,576
12	44,167	47,186	50,205	53,226	56,245	59,264	62,285	65,304	68,323
13	45,779	47,933	50,850	53,617	56,384	60,650	63,750	66,848	69,948
14	46,464	48,978	51,493	54,006	56,521	62,036	65,215	68,392	71,573
15	47,127	50,385	53,644	56,902	60,162	63,420	66,680	69,938	73,198
16	49,486	53,098	56,710	60,324	63,935	67,022	69,623	72,224	74,824
17	54,019	56,620	59,220	60,324	63,935	67,547	71,161	74,503	76,690
18	54,807	58,534	62,262	65,988	69,717	73,443	74,165	74,772	78,386
19	59,191	61,380	63,567	69,660	73,115	76,569	80,024	80,898	84,624
20	63,782	66,964	70,146	73,330	76,512	79,694	82,878	86,060	89,242
1.25% Effective 1/1/2018									
1	36,375	38,465	40,555	42,646	44,736	46,826	48,916	51,006	53,095
2	36,626	38,711	40,596	43,149	45,141	47,132	49,122	51,114	53,105
3	37,976	39,868	41,761	43,653	45,545	47,438	49,328	51,220	53,113
4	39,201	41,807	44,412	47,017	49,621	52,226	54,832	57,437	60,042
5	40,537	42,835	45,132	47,428	49,724	53,597	56,341	59,087	61,833
6	40,537	43,424	46,309	49,194	52,081	54,966	57,851	60,737	63,622
7	42,794	45,164	47,532	49,902	52,272	55,631	58,302	60,975	63,645
8	44,010	46,466	48,924	51,381	53,839	56,295	58,754	61,210	63,668
9	44,188	46,793	49,289	51,930	54,570	57,211	59,851	62,491	63,801
10	44,366	47,115	49,865	52,614	55,363	58,112	60,862	63,611	66,362
11	44,544	47,447	50,350	53,253	56,156	59,059	61,962	64,865	67,409
12	44,719	47,776	50,833	53,891	56,948	60,005	63,063	66,120	69,177
13	46,352	48,532	51,485	54,287	57,089	61,408	64,547	67,683	70,822
14	47,045	49,590	52,136	54,681	57,228	62,811	66,030	69,247	72,467
15	47,716	51,014	54,315	57,614	60,914	64,213	67,513	70,812	74,113
16	50,105	53,762	57,419	61,078	64,735	67,860	70,493	73,126	75,759
17	54,694	57,327	59,961	61,078	64,735	68,392	72,050	75,434	77,648
18	55,492	59,265	63,040	66,813	70,588	74,361	75,092	75,707	79,366
19	59,931	62,147	64,362	70,531	74,029	77,526	81,024	81,909	85,682
20	64,579	67,801	71,023	74,247	77,469	80,690	83,914	87,136	90,358

ARTICLE XXIII

PART-TIME EMPLOYEES

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

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

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

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

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

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

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

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

3. Level C employees who work a minimum of 400 hours in the previous calendar year are eligible for an additional \$.25/hour.

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

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

ARTICLE XXIV

LONGEVITY

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

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

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

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

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

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

ARTICLE XXV

HEALTH AND SAFETY

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

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

ARTICLE XXVI

COURT TIME

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

ARTICLE XXVII

EDUCATIONAL BENEFITS

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

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

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

ARTICLE XXVIII

MUTUAL COOPERATION PLEDGE

- A. The Union hereby agrees that during the term of this Agreement, it will not authorize a strike or illegal job action against the City.
- B. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have under the law.

ARTICLE XXIX

MISCELLANEOUS PERSONNEL PRACTICES

- A. All employees shall be made aware of any reports or charges made against him/her. He/she shall have the right to remain silent until he/she consults with an attorney or the Union.
- B. Employees shall be entitled to engage in outside employment during off duty hours provided that such employment does not conflict with his/her employment responsibilities as an employee of Ocean City.
- C. A committee of management and Union members will be formed to meet for the purpose of managing the contract and exploring areas of mutual concern during the term of this contract. They shall meet at least once per year.
- D. A member who is required to hold a Commercial 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 Human Resource 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. New school crossing guards hired after January 1, 2009, shall not receive health benefits, and their grade shall be Level B.

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

ARTICLE XXXIV

FAIR LABOR STANDARDS ACT

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

1. The exercising of any election or option available to it under the FLSA or regulations;
2. The awarding of compensatory time in lieu of monetary compensation for overtime;
3. Establishing procedures to monitor and control hours worked and overtime;
4. The crediting of any overtime payments made pursuant to this Agreement against any overtime obligation incurred under FLSA;
5. Establishing such rules and regulations as may be necessary to ensure compliance with the provisions of FLSA.

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

ARTICLE XXXV

SENIORITY

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

ARTICLE XXXVI

FULLY BARGAINED CLAUSE

This agreement represents and incorporates a complete and final understanding of settlement by all the parties of all bargain able issues which were or could have been the subject of negotiations. During the term of this agreement, neither party was required to negotiate with respect to any such matter, whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both parties for the time they negotiated or signed this agreement.


ARTICLE XXXVII

DURATION

A. This Agreement shall be in full force and effect as of January 1, 2015, and shall remain in effect to and including December 31, 2018, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than 150 days, no later than 120 days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.*

B. IN WITNESS WHEREOF, the parties have hereunto set their hands and seal at the City of Ocean City on this 6th day of May, 2015.

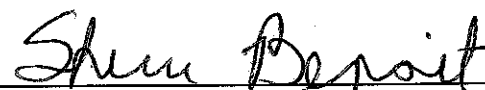
FOR THE UNION:



Jeffrey Miletta, President CWA Local 1078



Gerald McGee, Vice President CWA Local 1078

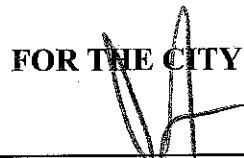


Sheree Benoit, Secretary Treasurer CWA Local 1078


William Myers, Chief Shop Steward CWA Local 1078

Gail Mason-Massey, CWA District One Rep

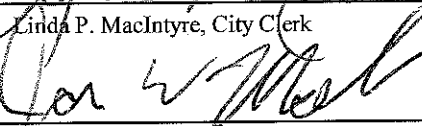
FOR THE CITY:



Jay A. Gillian, Mayor



Linda P. MacIntyre, City Clerk



James Mallon, Business Administrator

APPENDIX A

Full Time Titles

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

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

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

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

Violations Clerk Typing
Welder
Zoning Officer

Part Time Titles

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

Mechanic
Plumbing Subcode Official
Principal Account Clerk
Principal Cashier
PS Telecommunicator
PS Telecommunicator Trainee
PW Inspector
Recreation Aide
Recreation Leader
Recreation Leader (Aerobics Instructor)
Recreation Leader (Aqua)
Recreation Leader (Yoga)
School Traffic Guard
Senior Account Clerk
Senior Assessing Aide
Senior Building Maintenance Worker
Senior Cashier
Senior Clerk
Senior Golf Ranger
Senior Identification Officer
Senior Maintenance Repairer
Senior Telephone Operator
Technical Assistant 3
Technical Assistant MIS
Telephone Operator
Truck Driver
Truck Driver Heavy
Water Safety Instructor

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

MEMORANDUM OF UNDERSTANDING

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

Retiree Health Benefit Sidebar Agreement

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

Vacation Sidebar Agreement

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

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

Representation Sidebar Agreement

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

APPENDIX B

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

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

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

Directives Issued by the State Office of Emergency Management

DIRECTIVE NO. 102

March 15, 1990

SUBJECT: STANDARDS FOR MUNICIPAL EMERGENCY MANAGEMENT
COORDINATORS

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

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

2. Duties of Municipal Emergency Management Coordinator

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

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

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

III. Qualifications

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

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

IV. Basic Training for Municipal Emergency Management Coordinators

The Municipal Emergency Management Coordinator SHALL COMPLETE THE FOLLOWING COURSES:

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

B. Continuing Education

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

V. Responsibilities

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

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

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

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

B. Program Development

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

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

VI. This Directive shall be effective immediately.

Clinton L. Pagano
State Director
Office of Emergency Management

VI. This Directive shall be effective immediately.

Clinton L. Pagano
State Director
Office of Emergency Management

For The City:

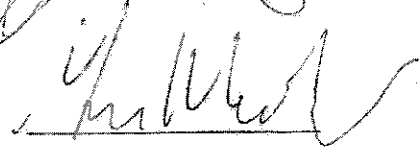




Date: 9/10/13

For CWA, Local 1078:





Date: 9/10/13