

AGREEMENT

Between

CITY OF OCEAN CITY

And

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

January 1, 2006 to December 31, 2008

Corrected as of 7/24/06

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PREAMBLE

THIS AGREEMENT entered into this 30th day of June 2006, by and between the City of Ocean City, in the County of Cape May, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and the Communications Workers of America, AFL-CIO, hereinafter called the "Union", represents the understanding between the City and the Union on all issues contained herewithin.

WITNESSETH

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

NOW, THEREFORE, IT IS AGREED as follows:

ARTICLE I

UNION RECOGNITION

- A. The City hereby recognizes the Union as exclusive and sole representative of all collective negotiations concerning grievances and terms and conditions of employment, for all permanent and provisional full-time personnel and all permanent and provisional (after six months' provisional status) part-time personnel of the City of Ocean City. Titles represented are specifically enumerated in Appendix "A", but exclude police officers, fire fighters and EMT personnel of the Police and Fire Departments, Lifeguards, Department Heads, Elected Officials, Managerial and Professional Employees.
- B. Unless otherwise indicated, the term "Employee," when used hereinafter in this Agreement, shall refer to all employees of the City of Ocean City represented by the Union in the negotiating unit as above defined.
- A. 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.
- B. The City agrees to provide to all new employees, at their inprocessing meeting, an information sheet about the CWA.

ARTICLE II

MANAGEMENT RIGHTS

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

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

1. To the executive management and administrative control of the municipal government and its properties and facilities and to determine the methods of operation to be offered by its employees and to direct the legitimate business activities of its employees;
2. To determine the standards of selection of employment and to hire all employees and, subject to the provisions of Law and Department of Personnel Rules and Regulations, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for just cause according to Law and subject to the limitations of Article XX.

ARTICLE III

RULES AND REGULATIONS

- A. Pursuant to Chapter 123, P.L. of N.J., 1974, the City agrees that it will not establish new work rules or regulations, or modify existing work rules or regulations governing wages, hours or working conditions except those so negotiated in this Agreement without prior negotiations with the Union. However, if a new work rule needs to be established and it does not govern wages, hours or working conditions and it is not contrary to this Agreement, then the City may establish such a rule.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- A. 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.
- B. The “Ocean City Department of Public Works Corrective Action Program” will be enamed the “Ocean City Corrective Action Program” and will be in effect for all employees covered under this Agreement.

ARTICLE IV

LEGAL REFERENCE

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

ARTICLE V

UNION REPRESENTATIVES AND MEMBERS

A. The City agrees to grant time off with pay to Union representatives, not to exceed 900 hours for the life of this three-year agreement, for the purpose of attending to Union business relative to City employees to include but not be limited to:

1. Preparation for contract negotiations – chargeable to the 900 hours.
2. Attendance at union seminars, conferences, conventions or training sessions— chargeable to the 900 hours.
1. Conducting local union business as it pertains to Ocean City employees – chargeable to the 900 hours.
2. Disciplinary hearings – not chargeable to the 900 hours.
3. Grievance conferences – chargeable to the 900 hours.
4. Salary Committee Meetings – not chargeable to the 900 hours.
5. Visiting Job Sites to investigate alleged contract violations – chargeable to the 900 hours.
6. Management Called Meetings – not chargeable to the 900 hours.
7. Actual Contract Negotiations – not chargeable to the 900 hours.

The Union must provide two (2) working days notice to each affected department head on forms provided by the city which, when approved, will be used as the basis for totaling all hours so specified.

A. In addition to the 900 hours in Paragraph A, the City agrees to provide an additional

20 hours during the life of this three-year agreement, to be used for the purpose of furthering labor-management relations (e.g. training, seminars, etc.). The specific use of these 20 hours will be determined jointly by the City and by the CWA.

- B. 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.
- C. 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 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 Department of Personnel.
- C. Leaves of absence shall be requested by the employee in writing at least 30 days (if possible) prior to requested commencement date. The employee shall receive a written response within 10 working days after submitting the request.
- D. Except for military leave, education, FLA or FMLA leave, or any other leave designated by the Merit System Board or by law, periods of leaves of absence without pay shall be deducted from an employee's total continuous service, except as otherwise posted by NJDOP rule.
- D. Military leaves shall be granted in accordance with the law.
- E. 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.

F. 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.
 - i. "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.
- G. 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. 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:
 - d. 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.
 - e. For work on a shift starting prior to, or later than the established schedule:
 - i. \$25 per day for shift revisions less than three (3) hours.
 - ii. \$50 per day for shift revisions of three (3) hours or more.

- f. 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.
- 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.
- E. Any unused vacation (resulting from D-1 or D-2 above) may be carried forward to the

next succeeding year only, and will be scheduled by the employee to be taken in the next succeeding year. No more than one-half of an employee's current year's authorized vacation, with a maximum of 10 days, may be carried forward to the next year, in which case these days must be scheduled by January 30th for use during the year.

1. The only exception is that employees are not permitted to carry over vacation into the year of their retirement.
- F. Employees shall not be recalled to work on their vacation except in emergencies.
- G. Vacation may be granted in one-half or full day increments.

ARTICLE XII

HOLIDAYS

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

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

- B. A full-time employee shall be entitled to an additional floating holiday per calendar year if he/she is on payroll by Presidents' Day.
1. This holiday shall be requested similar to other time off.
 2. This holiday is not accumulative.
- C. For all full-time employees, whenever one of the observed holidays falls on an employee's regularly scheduled day off, the employee shall have the option of receiving eight (8) hours of straight time pay or eight (8) hours of comp time for that holiday.

ARTICLE XIII

INJURY LEAVE

If any employee is incapacitated and unable to work because of a job-related injury, he/she shall be entitled to injury leave with full pay during the period in which he/she is unable to perform his/her duties up to a period of one year, as mutually certified by the employee's own doctor and the City's doctor. These wages are to be offset by the amount of Worker's Compensation wage payments pursuant to Chapter XV of Title 34 of the Revised Statutes of the State of New Jersey.

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.

C. Reporting of Absence on Sick Leave

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

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

D. Verification of Sick Leave

1. An employee who has been absent on sick leave for five (5) or more consecutive days will be required to submit acceptable medical evidence substantiating the illness.
 - (a) An employee who has been absent on sick leave for periods totaling more than 15 days in one calendar year consisting of periods of three (3) days or less shall have his/her sick leave record reviewed by the City and thereafter will be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.
 - (b) The City may require proof of illness of an employee on sick leave, whenever there appears to be abuse. Abuse of sick leave shall be cause for disciplinary action.

- (c) The Union further acknowledges that the City, through its Business Administrator or his designee, may adopt such sick leave verification policies from time to time to control sick leave abuses as it may deem necessary. A copy of said policy shall be given to the Union 20 days prior to its implementation.
- 2. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.
- 3. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees. If an employee is under a specialist's care due to his/her condition, the specialist's release should be sufficient to return the employee to work.

E. Sick Leave Compensation Upon Retirement (full-time employees)

- 1. If an employee retires without using up all of his/her sick leave, s/he shall be compensated for sick leave as provided herein:

(a) Criteria for payment:

<u>YEAR</u>	<u>DAYS NEEDED</u>	<u>COMPENSATION</u>
2006-2008	160	\$16,500

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

<u>YEAR</u>	<u>DAYS NEEDED</u>	<u>COMPENSATION</u>
2006-2008	more than 160	\$95 per each day over 160

2. An employee who retires during 2006-2008, and is not eligible for a payment under the criteria set forth in this Article, shall be guaranteed payment for the number of their accumulated sick days at the daily rate established in 1(b) above, but such payment shall never be in excess of the compensation in 1 (a) above.
3. All employees have the option of participating in a sick leave payment mutually agreed to by the individual and the Director of Financial Management.
4. The City will not object to an employee withdrawing his/her retirement application prior to the date of actual retirement for reasons of serious illness, subject only to the requirements of the State of New Jersey Division of Pensions and Benefits.
5. In the event an employee dies prior to retirement with accumulated earned sick

leave, his/her estate shall be compensated for any unused sick leave per paragraphs (1) - (3) above after providing documentation of undisputed legal right to inherit.

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. Yearly pediatric well care visits, including immunizations, for children up to 12 years of age with a yearly benefit of \$400 per child.
 3. Mandatory pre-admission notification is part of the comprehensive health benefit program. Lack of proper notification will reduce the level of reimbursement for health care expenses by 30%.
 - a. Mandatory Outpatient Procedure Notification will be part of the program, which is also part of the Plan Document.

4. Effective 1/1/06 Monthly Health Care Contributions are:

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

Effective 1/1/07, the monthly contributions are:

\$15 for employee only
\$25 for employee plus one
\$35 for family

5. Prescription Co-pays:

	<u>2006</u>	<u>2007& 2008</u>
Generic	0	\$ 5
Formulary	\$10	\$15
Non-Formulary	\$20	\$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.

6. For all mental care and self inflicted injuries (in-patient, out-patient and out-of-hospital), there is a \$15,000 Benefit Period maximum and a \$30,000 Lifetime maximum.

1. The emergency room benefit is clarified as follows: Emergency room treatment and charges (no deductible, no coinsurance) are paid under usual customary and reasonable charges for the initial treatment only when it is provided within 48 hours of the emergency occurrence. Any non-emergency visit will be paid (deductible and coinsurance) in accordance with the plan.

8. Physician Visits co-pays in the PLUS Plan:

<u>2006</u>	<u>2007</u>	<u>2008</u>
\$5	\$10	\$15

- 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.
- F. 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. However, if during the term of this contract, the City decides to participate in the State Health Benefits Plan and the other Bargaining Units (PBA, FMBA, Middle Management) agree, the CWA will agree to participate in the State

Health Benefits Plan. All members insured at the time must continue to receive health benefits coverage. The City (represented by the Personnel Director) and the CWA (represented by a CWA designee) will meet every two months to review costs, analyze reports, discuss ongoing cost containment measures, explore alternatives to maximize ongoing savings, and to prepare an annual report of the total cost of the Health Care Benefits Package for CWA employees together with recommendations for any changes to the Health Care Benefits Package.

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

I. CWA Sponsored Disability Plan

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

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

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

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 pairs trousers

1 winter jacket

1 summer jacket

1 cap

1 pair protective shoes

1 pair rubber boots

1 pair chest waders or hip waders or thigh high boots (employee's choice)

1 rain gear

Appropriate shoulder patches.

1. An employee must remain in the employ of the City for three months to retain the initial issue. Thereafter, an employee need only return the patches to the City upon resignation.

2. The City shall provide an annual uniform allowance of \$650 for the maintenance and replacement of clothing used for work, to be paid by October 15th.
 - a) In the first quarter of a year, the individual's Department or Division Head will conduct a clothing inspection. The purpose is to verify an inventory comparable to the original issue as well as additional divisional required items and that they are in an acceptable condition for wear on duty.
 - b) Public Safety Telecommunicators shall receive an annual \$650 uniform allowance to be paid in accordance with the procedure used within the Police Division.
 3. Eligible employees hired between January 1st and June 30th shall receive \$100 for uniform maintenance in October, if still employed.
 4. Amounts shall be reported to the Internal Revenue Service based upon applicable law.
- A. 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.
- B. 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 recommendation of the supervisor and approval of the Department Head.
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) For all non-disciplinary grievances, the cost for the service of the arbitrator shall be borne equally by the City and the Union. Any other expenses, including but not limited to the presentation of witnesses and the preparation of transcripts, shall be paid by the party incurring same.
- (d) For disciplinary grievances, the cost of the first two arbitration hearings, per year, shall be borne equally by the City and the Union. Thereafter, any additional arbitration costs beyond the first two per year shall be paid by the losing party.
- (e) The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, subtract from, alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

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

ARTICLE XX

DISCIPLINE AND EVALUATION PROCEDURES

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

- D. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has received a copy of it which shall be indicated by the employee's signature on the document in the file folder of the employee. In the event an employee refuses to affix his/her signature to the document, the City shall have the right to note such refusal and place the document in the file and the Union shall be notified in writing.
- E. No employee shall be disciplined or reduced in compensation without just cause and such action shall be subject to the grievance procedure as follows:
1. For permanent employees, discipline of more than five (5) days shall not be subject to binding arbitration but shall be subject to the New Jersey Department of Personnel procedures. Discipline of five (5) or less days shall be subject to binding arbitration.
 2. For provisional employees, discipline and discharge shall not be subject to binding arbitration for the first 45 days of employment. Thereafter, all discipline shall be subject to binding arbitration.
- F. An employee may have a representative of the Union present in any meeting where the matter could adversely affect continued employment, withholding of increment, or disciplinary action.
- G. All disciplinary action, including suspension, taken against any employee shall be done in accordance with New Jersey Department of Personnel Rules and Regulations. In

cases when the Department Head deems the suspension of an employee to be an immediate necessity for the safety of the public or the welfare of the City, he/she shall submit a report explaining such action to the Business Administrator within 24 hours. Two copies of said report shall be given immediately to the employee, one copy for the employee and one copy for the Union, at the employee's discretion.

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

ARTICLE XXI

COMMENDATION

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

ARTICLE XXII

WAGES

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

the City.

B. Salary Committee

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

1. This Salary Committee would be jointly chaired by the Personnel Director and by one CWA official to be designated by the CWA.
2. This Salary Committee will be convened in order to negotiate the grade level whenever a new position title is initiated. When a new position title is initiated, the City will communicate that information to the CWA, and a discussion will be conducted to determine if that title falls under the jurisdiction of the CWA. After that determination is made, if the title does belong in the CWA, the City will negotiate the grade level of the new position title with the CWA.

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

<u>Title</u>	<u>Level</u>
Assistant Superintendent of Building Services	12
Account Clerk	2
Account Clerk, Typing	3
Accountant	10
Administrative Clerk	12
Administrative Secretary	9
Airport Attendant	6

Animal Control Officer	11
Assessing Clerk	3
Assistant Municipal Tax Collector	17
Assistant Recreation Supervisor	8
Assistant Storekeeper	12
Assistant Supervisor Building Service	12
Assistant Supervisor of Accounts	8
Assistant Supervisor Public Works	15
Assistant Supervisor Recreation Maintenance	12
Assistant Tax Assessor	9
Assistant Violations Clerk	3
Assistant Violations Clerk, Typing	3
Assistant Zoning Officer	16*
Audiovisual Equipment Technician	12
Building Inspector	12
Building Maintenance Worker	4
Building Sub-Code Official	20
Building Superintendent	19
Buyer	13
Clerk	2
Clerk Typist	2
Code Enforcement Officer	16
Deputy Municipal Court Administrator	10
Electrical Sub-Code Official	20
Electrician	12
Electronic Systems Technician I	17
Electronic Systems Technician II	18
Engineering Aide	10
Equipment Operator	12
General Supervisor, Laboring	19
General Supervisor, Trades	19
General Supervisor, Public Works	19
General Supervisor, Recreation Maintenance	19
General Supervisor, Streets	19
Greenskeeper	12
Heating and Air Conditioning Mechanic	15
Heavy Equipment Operator	13
Housing Inspector	12
Identification Officer	7
Laborer	1
License Inspector	16
Maintenance Repairer	6
Maintenance Repairer, Electrical (HVAC)	10

Mason	8
Mason's Helper	4
Mechanic	12
Mechanical Repairer Light Equipment	12
Mechanic's Helper	6
Payroll Supervisor	17
Plumbing Sub-Code Official	20
Principal Account Clerk	9
Principal Account Clerk Typing	9
Principal Accountant	18
Principal Clerk	9
Principal Clerk Typist	9
Principal Purchasing Assistant, Typing	17
Public Information Assistant	2
Public Participation Specialist	11
Public Safety Telecommunicator	8
Public Safety Telecommunicator Trainee	1
Public Works Repairer	6
Purchasing Assistant, Typing	8
Recreation Maintenance Worker	4
Recreation Program Coordinator	4
Recreation Supervisor	10
Recreation Supervisor Sports	10
Recreation Supervisor Swimming	10
Senior Account Clerk	4
Senior Account Clerk Typing	4
Senior Accountant	13
Senior Assessing Clerk	4
Senior Building Maintenance Worker	12
Senior Clerk	4
Senior Clerk Typist	4
Senior Communications Technician	16
Senior Electrician	15
Senior Engineering Aide	17
Senior Greenskeeper	15
Senior Maintenance Repairer	12
Senior Maintenance Repairer Carpenter	12
Senior Maintenance Repairer Electrician	12
Senior Maintenance Repairer Plumber	12
Senior Mason	12
Senior Mechanic	15
Senior Mechanical Repairer (Light Equipment)	15
Senior Parking Meter Repairer	12

Senior Public Information Assistant	4
Senior Public Safety Telecommunicator	12
Senior Public Works Repairer	12
Senior Recreation Maintenance Worker	12
Senior Traffic Maintenance Worker	12
Stock Clerk	12
Supervising Cashier	10
Supervising Electrician	18
Supervising Equipment Operator	18
Supervising Groundskeeper	18
Supervising Heavy Equipment Operator	18
Supervising Laborer	18
Supervising Maintenance Repairer	18
Supervising Maintenance Repairer Carpentry	18
Supervising Mechanic	19
Supervising Mechanical Repairer Light Equipment	18
Supervising Public Safety Telecommunicator	15
Supervisor Building Service	18
Supervisor of Accounts	9
Supervisor Public Works	18
Supervisor Recreation Maintenance	18
Supervisor Sanitation	18
Supervisor Streets	18
Supervisor Traffic Maintenance	18
Tax Clerk, Typing	2
Technical Assistant 3	9
Technical Assistant To Construction Official, Typing	9
Technical Assistant, Land Use	16
Tourism Representative	8
Traffic Maintenance Worker	4
Traffic Signal Electrician	12
Truck Driver	6
Truck Driver, Heavy	10
Violations Clerk	4
Violations Clerk Typing	4
Welder	15
Zoning Officer	18*

*The City and the Union agree to reopen the contract in January 2007, in order to renegotiate the salary levels of Assistant Zoning Officer and Zoning Officer.

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

Effective 1/1/2006	1	2	3	4	5	6	7	8	9
Level A	7.70	8.20	8.70	9.20	9.70	10.20	10.70	11.20	11.70
Level B	10.50	11.00	11.50	12.00	12.50	13.00	13.50	14.00	14.50
Level C	11.85 to 25.85								
Level D	16.75 to 26.75								

Effective 1/1/2007	1	2	3	4	5	6	7	8	9
Level A	8.10	8.60	9.10	9.60	10.10	10.60	11.10	11.60	12.10
Level B	10.90	11.40	11.90	12.40	12.90	13.40	13.90	14.40	14.90
Level C	12.25 to 26.25								
Level D	16.75 to 26.75								

Effective 1/1/2008	1	2	3	4	5	6	7	8	9
Level A	8.60	9.10	9.60	10.10	10.60	11.10	11.60	12.10	12.60
Level B	11.40	11.90	12.40	12.90	13.40	13.90	14.40	14.90	15.40
Level C	12.75 to 26.75								
Level D	16.75 to 26.75								

Level A Titles

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

Level B Titles

Airport Attendant
Assessing Aide
Assistant Violations Clerk
Audiovisual Equipment Technician
Clerk (Postal)
Equipment Operator
Identification Officer
Maintenance Repairer
Maintenance Repairer, Light Equipment
Mechanic
PS Telecommunicator Trainee
Public Works Inspector
Recreation Attendant
Recreation Leader
Senior Account Clerk
Senior Building Maintenance Worker
Senior Clerk
Senior Clerk Typist
Senior Golf Ranger
Senior Telephone Operator
Truck Driver
Truck Driver Heavy

Level D Titles

Recreation Leader (Aerobics Instructor)
Recreation Leader (Yoga)
Recreation Leader (Aqua)
F. **Out Of Title Wages**

Level C Titles

Accountant
Animal Control Officer
Assistant Zoning Officer
Building Inspector
Code Enforcement Officer
Communication Technician
Fire Official
Fire Protection Sub-Code Official
Housing Inspector
Housing Inspector, Typing
PS Telecommunicator
Principal Account Clerk
Senior Assessing Aide
Senior Maintenance Repairer
Technical Assistant 3
Technical Assistant MIS

Work assignments that are inconsistent with an employee's normal duties are discouraged by the City and the Union. The City and the Union agree to jointly pursue a timely resolution of any existing situation of employee work assignments that are inconsistent with their job title. In the event management designates an employee to work Out Of Title, that employee shall be paid at the rate of \$15.00 per day after having worked for five (5) consecutive days or having worked for a total of 15 days in any six (6) month period. The Out Of Title Wages will apply to any CWA employee

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

G. Wage Increments

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

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

3. Employees working in Level D titles will receive an increase in wages annually of \$.75/hour, provided they have received not less than a satisfactory rating the previous year.

H. Promotions

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

I. Wage Increases

1. Full-time employees:

Effective 1/1/06, a 3.6% general wage increase applied to base wages.

Effective 1/1/07, a 4% general wage increase applied to base wages.

Effective 1/1/08, a 4% general wage increase applied to base wages.

2. Part-time employees:

	<u>2006</u>	<u>2007</u>	<u>2008</u>
Levels A and B	\$.35/hr. added to each step	\$.40/hr.	\$.50/hr
Level C	\$.35/hr.	\$.40	\$.50
	\$.25/hr. additional if employee worked more than 400 hrs. the previous year	\$.40	\$.50
Level D	\$.75/hr. The range maximum increases to \$26.75/hr.		

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 works 500 hours, that employee 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>2006</u>	<u>2007</u>	<u>2008</u>
800 to 1,000	\$300	\$400	\$500
1,001 to 1,300	\$800	\$900	\$1,000
1,301 to 1,456	\$1,300	\$1,400	\$1,500

- 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 must work a minimum of 400 hours in a calendar year to be eligible for a step increase, except for Level D employees, as specified in Article XXII-G-3.
- 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.
- K. The parties agree to have a sick leave verification policy in place within a year after contract signing.

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

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

5 - 9 years of service	2%
10 - 14 years of service	5%
15 - 19 years of service	8%
20 - 23 years of service	10%
24+ years of service	12%

D. 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.

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

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

ARTICLE XXV

HEALTH AND SAFETY

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

ARTICLE XXVI

COURT TIME

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

ARTICLE XXVII

EDUCATIONAL BENEFITS

- A. The City shall pay for tuition and books for all courses whose resulting knowledge may be directly utilized in job performance. The courses shall be authorized in advance by the Department Head and the employee shall be compensated for pre-approved costs 30 days after successful completion of the approved course(s) and filing of the proper documentation.
- B. Effective January 1, 1991, in addition to his/her salary, each member shall receive an additional stipend for an earned degree as follows:
1. After March 30, 1994, programs leading to State certification following successful completion of exam and certificate as well as technical degree - \$200.00 plus \$1,000.00 at the end of the third (3rd) anniversary year of obtaining the initial payment provided still employed by the City.
 2. After March 30, 1994, an Associate degree - \$400.00 plus \$2,000.00 at the end of the fourth (4th) anniversary year of obtaining the initial payment provided still employed by the City.
 3. Effective January 1, 1991, a Bachelor degree - \$800.00 plus \$4,000.00 at the end of the fifth (5th) anniversary year of obtaining the initial payment provided still employed by the City.
 - 4.
- C. Upon hire, any degree previously earned may be submitted for review to the Personnel Director.

- D. The City will pay for only one degree/certification from an accredited college or City approved technical school. If an additional higher degree is earned by the employee, the employee shall be entitled to the difference between the earned degrees as noted in B above.
- E. Members must submit a copy of an official transcript from the institution to the Department Head, the Personnel 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 Personnel Division's bulletin boards for a minimum of ten (10) calendar days prior to filling the position.
- B. The Union president shall be provided with a copy of the posting.

ARTICLE XXXII

UNION BULLETIN BOARDS

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

ARTICLE XXXIII

SCHOOL CROSSING GUARDS

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

- A. The City will provide each school crossing guard with a work uniform as determined and defined by the Ocean City Police Chief.
- B. Each school crossing guard shall receive six and one-quarter (6¼) sick leave days per school year, which shall be accumulated without maximum limitation from year to year. For purposes of this sub-section, a school year shall consist of two contiguous semesters.
- C. The City will contribute to the New Jersey Public Employee Retirement System those amounts statutorily mandated for each of the crossing guards.
- D. The City shall provide to the four (4) regular crossing guards health benefits to include hospitalization, medical treatment, major medical, surgical fees and office visits.
- E. School crossing guards shall not be entitled to vacations (Article XI) and holidays (Article XII).

ARTICLE XXXIV

FAIR LABOR STANDARDS ACT

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

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

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

ARTICLE XXXV

SENIORITY

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

ARTICLE XXXVI

DURATION

A. This Agreement shall be in full force and effect as of January 1, 2006, and shall remain in effect to and including December 31, 2008, 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 30th day of June, 2006.

FOR THE UNION:

FOR THE CITY:

Michael Lyskowski
Ralph W. Ch...

[Signature]
Cindy [Signature]

Diane M. Chase
Thomas J. Wilkii
Willie H. Myers
Lynn Buckley - GWA Staff

APPENDIX A

FULL TIME:

Account Clerk
Account Clerk, Typing
Accountant
Administrative Clerk
Administrative Secretary
Airport Attendant
Animal Control Officer
Assessing Clerk
Assistant Municipal Tax Collector
Assistant Recreation Supervisor
Assistant Storekeeper
Assistant Supervisor Building Service
Assistant Supervisor Recreation Maintenance
Assistant Supervisor of Accounts
Assistant Supervisor Public Works
Assistant Tax Assessor
Assistant Violations Clerk
Assistant Violations Clerk, Typing
Assistant Zoning Officer
Audiovisual Equipment Technician
Building Inspector
Building Maintenance Worker
Building Sub-Code Official
Building Superintendent
Buyer
Clerk
Clerk Typist
Code Enforcement Officer
Deputy Municipal Court Administrator
Electrical Sub-Code Official
Electrician
Electronic Systems Technician I
Electronic Systems Technician II
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
Laborer
License Inspector
Maintenance Repairer
Maintenance Repairer, Electrical (HVAC)
Maintenance Repairer, Light Equipment
Mason
Mason's Helper
Mechanic
Mechanical Repairer Light Equipment
Mechanic's Helper
Payroll Supervisor
Plumbing Sub-Code Official
Principal Accountant
Principal Account Clerk
Principal Account Clerk Typing
Principal Clerk
Principal Clerk Typist
Principal Purchasing Assistant, Typing
Public Information Assistant
Public Participation Specialist
Public Safety Telecommunicator
Public Safety Telecommunicator Trainee
Public Works Repairer
Purchasing Assistant, Typing
Recreation Maintenance Worker
Recreation Program Coordinator
Recreation Supervisor
Recreation Supervisor Sports
Recreation Supervisor Swimming
Senior Accountant
Senior Account Clerk
Senior Account Clerk Typing
Senior Assessing Clerk
Senior Building Maintenance Worker
Senior Clerk
Senior Clerk Typist
Senior Communications Technician
Senior Electrician

Senior Engineering Aide
Senior 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 Parking Meter Repairer
Senior PS Telecommunicator
Senior Public Information Assistant
Senior Public Works Repairer
Senior Recreation Maintenance Worker
Senior Traffic Maintenance Worker
Stock Clerk
Supervising Cashier
Supervising Electrician
Supervising Equipment Operator
Supervising Groundskeeper
Supervising Heavy Equipment Operator
Supervising Laborer
Supervising Maintenance Repairer
Supervising Maintenance Repairer Carpentry
Supervising Mechanic
Supervising Mechanical Repairer Light Equipment
Supervising PS Telecommunicator
Supervisor Building Service
Supervisor of Accounts
Supervisor Public Works
Supervisor Recreation Maintenance
Supervisor Sanitation
Supervisor Streets
Supervisor Traffic Maintenance
Tax Clerk, Typing
Technical Assistant, Land Use
Technical Assistant 3
Technical Assistant To Construction Official, Typing
Tourism Representative
Traffic Maintenance Worker
Traffic Signal Electrician
Truck Driver
Truck Driver, Heavy

Violations Clerk
Violations Clerk, Typing
Welder
Zoning Officer

PART TIME:

Account Clerk
Account Clerk, Typing
Accountant
Airport Attendant
Animal Control Officer
Assessing Aide
Assistant Violations Clerk
Assistant Zoning Officer
Audiovisual Equipment Technician
Building Inspector
Building Maintenance Worker
Cashier
Clerk
Clerk (Postal)
Clerk Typist
Code Enforcement Officer
Communication Technician
Equipment Operator
Fire Official
Fire Protection Sub-Code Official
Golf Ranger
Housing Inspector
Housing Inspector, Typing
Identification Officer
Laborer
Lifeguard – Pool
Maintenance Repairer
Maintenance Repairer, Light Equipment
Mechanic
Principal Account Clerk
PS Telecommunicator
PS Telecommunicator Trainee
Public Works Inspector
Recreation Aide
Recreation Attendant
Recreation Leader
Recreation Leader (Aerobics Instructor)

Recreation Leader (Aqua)
Recreation Leader (Yoga)
Recreation Maintenance Worker
School Traffic Guard
Senior Account Clerk
Senior Assessing Aide
Senior Clerk
Senior Clerk Typist
Senior Building Maintenance Worker
Senior Golf Ranger
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 Department of Personnel during the term of this Agreement.

MEMORANDUM OF UNDERSTANDING

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

Retiree Health Benefit Sidebar Agreement

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

Vacation Sidebar Agreement

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

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

Representation Sidebar Agreement

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