

2696

AGREEMENT BETWEEN

THE CITY OF OCEAN CITY

AND

THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

JANUARY 1, 1995 - DECEMBER 31, 1996

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PREAMBLE

THIS AGREEMENT entered into this 19th day of June, 1995 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 Public Safety Department, 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.

ARTICLE II

MANAGEMENT RIGHTS

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

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

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

ARTICLE III

RULES AND REGULATIONS

A. Pursuant to Chapter 123, P.L. of N.J., 1974, the City agrees that it will not establish new work rules or regulations, or modify existing work rules or regulations governing wages, hours or working conditions except those so negotiated in this Agreement without prior negotiations with the Union. However, if a new work rule needs to be established and it does not govern wages, hours or working conditions and it is not contrary to this Agreement, then the City may establish such a rule.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE IV

LEGAL REFERENCE

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under any other applicable laws and regulations. The rights granted the employee shall be deemed to be in addition to those provided elsewhere.

B. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local laws.

ARTICLE V

UNION REPRESENTATIVES AND MEMBERS

A. The City agrees to grant time off with pay to Union representatives, not to exceed two hundred eighty (280) hours in the aggregate, per year for the purpose of attending to Union business relative to City employees to include but not be limited to:

1. Preparation for contract negotiations.
2. Attendance at union seminars, conferences, conventions or training sessions.
3. Conducting local union business as it pertains to Ocean City employees.

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

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.

D. 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 forty-five (45) days in advance of any plans to grant a sub-contract which affects the present levels of employment unless emergency circumstances make such notification impossible.

B. The City agrees to sit and meet with the Union representatives to discuss any decision by the City to contract or subcontract which is based on solely fiscal considerations whenever it becomes apparent that a layoff or job displacement will result from the contract or subcontract.

ARTICLE VIII

EXTRA CONTRACT AGREEMENT

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

ARTICLE IX

LEAVES OF ABSENCE - PERMANENT EMPLOYEES

A. Leaves of absence, without pay, may be granted by the City for emergency situations, or other valid reasons, by the Department Head and approved by the Appointing Authority in accordance with current New Jersey Department of Personnel rules.

B. Periods of absence shall not exceed six (6) months at any one time. Such leaves may be renewed for an additional six (6) months by the Department Head through the Appointing Authority with approval by the governing body. No further renewal or extension may be granted except upon request by the Appointing Authority and written approval by the New Jersey Department of Personnel.

C. Leaves of absence shall be requested by the employee in writing at least thirty (30) days (if possible) prior to requested commencement date. The employee shall receive a written response within ten (10) working days after submitting the request.

D. Except for military leave, education, sick or disability leave or any other leave designated by the Merit System Board or by law, periods of leaves of absence without pay shall be deducted from an employee's total continuous service, except as otherwise posted by Department of Personnel rule.

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

F. Pregnancy - Disability Leave

An employee may request and be granted disability leave due to pregnancy under the same terms and conditions as all other leaves without pay. The Appointing Authority may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.

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

H. A permanent employee shall be granted a leave without pay to campaign for and/or serve elective public office for the term of the office.

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

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

ARTICLE X

WORK WEEK AND OVERTIME

A. Hours of work

The present on-going work schedules (excluding seasonal changes) shall continue for all Blue Collar workers. The standard work week for full time Blue Collar workers shall be 39 hours. All White Collar workers shall work a thirty-five (35) hour work week, Monday through Friday. The standard work week for all Communication Operators, Typing shall be five (5), eight (8) hour shifts.

Schedules of actual hours shall be provided to Music Pier employees by their Department Head on a yearly basis. Changes to work schedules may be made within the year by the City:

1. To accomodate changing work loads and assignments or for seasonal activities in which case every effort will be made to give 15 calendar days notice.
2. To provide for emergency responses in which case the schedule change will only be for the duration of the emergency.
3. To fill in for persons on approved leaves which were not known 15 days in advance.

B. Overtime

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

0 - 15 minutes no compensation

16 - 30 minutes .5 hour compensation

31 - 60 minutes 1 hour compensation

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

2. If the Employer gives the employee at least twenty-four (24) hours notice of overtime work, the Employer will then have the option of paying comp time or pay or a combination thereof. In the event the notice is less than twenty-four (24) hours, form of payment will be the employee's choice.
3. If an employee is requested to work on a holiday, s/he shall be paid for all time worked at the time and one-half (1½) rate as per paragraph 2 above, in addition to the regular holiday pay. If s/he is called to duty on his/her usual day off, s/he shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at time and one-half (1½) his/her regular rate of pay.

4. If an employee is recalled to duty, s/he shall receive a minimum of two (2) hours at time and one-half (1½) of his/her regular rate of pay.
5. All overtime in all Divisions shall be assigned on a fair and equal basis.
6. All employees upon being personally notified of an emergency, shall report to work within thirty (30) minutes provided s/he is able to do so; otherwise, s/he shall report as soon as possible.

C. 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 \$10.00 for said on-call day.
2. On-Call duty shall be assigned on a fair and equal basis.
3. It is understood that the on-call provision for compensatory time does not apply to Court employees.

D. Court Employees

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

E. Accumulation of Compensatory Time

An employee with two hundred forty (240) hours of compensatory time accumulated for hours worked after April 15, 1986 shall be paid for all additional overtime hours worked at the rate of one and one-half (1½) times their regular rate of pay until such time as the employee has less than two hundred forty (240) hours of accumulated compensatory time.

ARTICLE XI

VACATIONS

A. 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 - twelve (12) working days.
3. From the beginning of the sixth calendar year until the end of the tenth calendar year - fourteen (14) working days.
4. From the beginning of the eleventh calendar year until the end of the fifteenth calendar year - sixteen (16) working days.
5. From the beginning of the sixteenth calendar year until the end of the twentieth calendar year - eighteen (18) working days.
6. From the beginning of the twenty-first calendar year until the end of the twenty-fifth calendar year - twenty (20) working days.
7. From the beginning of the twenty-sixth calendar year until the date of retirement - twenty-two (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 Division Head unless the Division Head determines and certifies that it cannot be taken because of pressure of work.

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

F. - Employees may carry forward, to the next year, up to one-half ($\frac{1}{2}$) of their current year's authorized vacation with a maximum of ten (10) days, in which case, these days must be scheduled by January 30 for use during the year.

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

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

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

ARTICLE XII

HOLIDAYS

A. The following shall constitute paid holidays 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. An 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.

ARTICLE XIII

INJURY LEAVE

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

ARTICLE XIV

SICK LEAVE/TERMINAL LEAVE

A. Service Credit for Sick Leave

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

B. Amount of Sick Leave

1. During the first year of employment only, employees shall be entitled to and accrue one and one-quarter (1¼) calendar sick days per month. Thereafter, sick leave shall be added each year as of January 1 at the rate of fifteen (15) calendar days per year per employee, in anticipation of continued employment for the full year.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when 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 fifteen (15) minute grace period will be enacted. Extenuating circumstances shall be given fair consideration.

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

D. Verification of Sick Leave

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

(b) The City may require proof of illness of an employee on sick leave, whenever there appears to be abuse. Abuse of sick leave shall be cause for disciplinary action.

(c) The Union further acknowledges that the City, through its Business Administrator or his designee, may adopt such sick leave verification policies from time to time to control sick leave abuses as it may deem necessary. A copy of said policy shall be given to the Union twenty (20) days prior to its implementation.

2. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.

3. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the City by a physician designated by the City. 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. Terminal Leave Upon Retirement (full time employees)

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

(a) Criteria for payment:

<u>YEAR</u>	<u>DAYS NEEDED</u>	<u>COMPENSATION</u>
1995	100	\$12,500
1996	110	\$13,000
1997	120	\$13,500
1998	130	\$14,000
1999	140	\$14,500
2000	150	\$15,000

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

<u>YEAR</u>	<u>DAYS NEEDED</u>	<u>COMPENSATION</u>
1995	151 + above	\$60 per day
1996	151 + above	\$65 per day
1997	151 + above	\$70 per day
1998	151 + above	\$75 per day
1999	151 + above	\$80 per day
2000	151 + above	\$85 per day

2. An employee who retires during 1995-2000, inclusive 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 times his/her 1994 daily rate, but such payment shall never be in excess of the compensation in 1 (a) above.
3. Effective January 1, 2001, an employee who is not eligible for a payment of \$15,000 shall be compensated for their accumulated sick days at the rate of \$85 per day.
4. All employees have the option of participating in a terminal leave payment mutually agreed to by the individual and the Director of Financial Management.
5. 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.
6. 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 \$2000 (1995)/\$3000 (1996) and 100% thereafter), surgical fees, office visits, dental coverage, and co-pay prescription plan for the employee and his/her family.

1. Maximum benefit coverage for orthodontics 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 \$100 (1995)/\$150 (1996) 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. Effective January 1, 1996, mandatory Outpatient Procedure Notification will be part of the program. Single procedures that cost more than \$500 and multiple procedures for a single medical problem or continuing care which collectively cost more than \$1000 require notification.

4. The prescription co-pay shall be \$3 (1995)/\$5 (1996) for name brand, \$2.00 for generic. A participant in the city prescription plan is ineligible for co-pay reimbursement through the major medical part of the health plan.
5. Effective January 1, 1996, 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.
6. The emergency room benefit is clarified as follows: Emergency room treatment and charges (no deductible, no coinsurance) are paid under usual customary and reasonable charges for the initial treatment only when it is provided within 48 hours of the emergency occurrence. Any non-emergency visit will be paid (deductible and coinsurance) in accordance with the plan.

B. The City shall provide a vision care program for the employee and his/her family to include prescription eyeglasses and/or contact lens. Coverage shall be 1/3 co-pay with a maximum benefit of \$500 for the member and/or his/her family.

C. The City shall provide a \$20,000.00 life insurance policy on the life of each member. The employee shall designate the beneficiary thereof. Upon separation of service of the member, and at his/her option and cost, employee may convert said life insurance policy on an individual basis.

D. Effective January 1, 1996, if a member dies while in the employ of the city of Ocean 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 twenty-first (21) birthday, or in the event that there are no children or the children have already reached their twenty-first birthday, the surviving spouse benefits will continue for three (3) years.

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

F. Retirement Health Benefits

1. A member who retired on/after January 1, 1990 with twenty-five (25) or more years of permanent full time service with the City of Ocean 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 of Ocean City shall receive prescription benefits with a 1/3 co-pay for the retiree and his/her family.
3. Such coverage shall not extend beyond the employee attaining the age of 65 or becoming eligible for Medicare/Medicaid, or until the death of said retiree.

- (a) When a member, who retires after January 1, 1992, and his/her spouse becomes eligible for Medicare/Medicaid, the City's health plan shall remain in effect as secondary provider. The City's maximum liability as secondary provider shall be \$10,000 per illness/injury.
 - (b) Effective 1996, if 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 of Ocean City, Division of Personnel prior to October 1 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 sixty (60) days prior to the City's changing the existing insurance carrier of any benefit, they shall notify the Union, in writing, and provide the Union with a full description of the proposed insurance plan in which the benefits shall be equal or better than those presently in effect.

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

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

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

D. The Union agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers, agents or members against any employee who refuses or fails to execute an authorization card.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the City Treasurer. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed, in accordance with N.J.S.A. 52:14-15.9(e) as amended.

F. Any permanent or provisional employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days of initial employment within the unit, and any permanent employee previously employed with the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. This representation fee shall be paid in an amount not greater than eighty-five percent (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 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 (\$500 for 1995 and effective 1996 \$550) for the maintenance and replacement of clothing used for work, to be paid the first pay in October.

- (a) In the first quarter of 1996, a clothing inspection will be conducted by the individual's Department or Division head. 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) Communications Operator, Typing 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 1 and June 31 shall receive \$100 for uniform maintenance in October, if still employed.
- 4. The City will provide chest waders for up to 63 eligible persons by the end of 1995.
- 5. 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 inspection and certification by 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 inspection and certification by the appropriate Department Head. The City's liability shall not be more than Three Hundred Dollars (\$300.00) per incident.

D. Permanent/provisional part time employees will be supplied uniforms if required by the City.

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. One (1) working day will be authorized for the death of an aunt or uncle. Proper notification shall be given to the appropriate division head as soon as possible.
 - (a) Permanent/provisional part time employees are entitled to prorated bereavement time for pre-scheduled work immediately following a death in the immediate family.
2. Serious illness (including childbirth) in the immediate family of the employee shall not exceed three (3) working days per year. Serious illness shall be any instance in which such member of the immediate family is either hospitalized or incapacitated while at home with medical certification either verbal or written.
3. Immediate family shall consist of wife, husband, child, mother, father, brother, sister, stepmother, stepfather, stepchild, guardian, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law, brother-in-law and spouse's grandparents.

4. Personal Time

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

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

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

(c) Personal time will be granted upon recommendation of the supervisor and approval of the Department Head.

5. Any time off under this article shall not be deducted from any other time or benefits owed to the employee, and items 1, 2 and 4 are not to be accumulative.

ARTICLE XIX

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement. —

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Division.

C. A "grievance" as used herein means any controversy arising over the interpretation, application, or violation of policies, agreements or administrative decisions affecting the terms and conditions of employment of an employee, group of employees or the Union.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless a step is waived by mutual consent:

1. Step One - Department Head

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

(Grievance form to be used.)

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

2. Step Two - Administrator or Designee

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

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

3. Step Three - Binding Arbitration

(a) In the event the grievance has not been satisfactorily resolved at Step 2, the Union and only the Union may submit the matter to arbitration on the following conditions:

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

2) The request for arbitration must be filed in writing with the Public Employment Relations Commission (PERC) no later than forty-five (45) working days after receipt of the response or expiration of the time to respond at Step 2.

- (b) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the Department of Personnel. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final.
- (c) For all non-disciplinary grievances, the cost for the service of the arbitrator shall be borne equally by the City and the Union. Any other expenses, including but not limited to the presentation of 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 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 Shop Steward shall be notified in writing.

C. An employee shall have the right to review the contents of his/her personnel file. An employee shall have the right to have a representative of the Union accompany him/her during such review.

D. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has received a copy of it which shall be indicated by the employee's signature on the document in the file folder of the employee. In the event an employee refuses to affix his/her signature to the document, the City shall have the right to note such refusal and place the document in the file and the Union Shop Steward shall be notified in writing.

E. No employee shall be disciplined or reduced in compensation without just cause and such action shall be subject to the grievance procedure as follows:

1. For permanent employees, discipline of more than five (5) days shall not be subject to binding arbitration but shall be subject to 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 forty-five (45) days of employment. Thereafter, all discipline shall be subject to binding arbitration.

F. An employee may have a representative of the Union present in any meeting where the matter could adversely affect continued employment, withholding of increment, or disciplinary action.

G. All disciplinary action, including suspension, taken against any employee shall be done in accordance with New Jersey Department of Personnel Rules and Regulations. In cases when the Department Head deemed the suspension of an employee to be an immediate necessity for the safety of the public or the welfare of the City, he/she shall submit a report explaining such action to the Business Administrator. A copy of said report shall be given immediately to the employee.

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

I. Employee shall be given copies of all material in existing central personnel file upon request and reasonable notice.

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.

WAGES

A. Effective January 1, 1995 the wage guide shall be increased by 4.5%.

1995 LEVEL	1	2	3	4	5	6
1	19,394	21,177	22,960	24,744	26,526	28,309
2	19,635	21,243	22,851	24,460	26,069	27,677
3	20,248	21,862	23,476	25,090	26,704	28,318
4	20,901	23,124	25,345	27,568	29,791	32,013
5	21,614	23,573	25,532	27,491	29,450	31,410
6	21,614	24,076	26,537	28,999	31,460	33,922
7	22,817	24,838	26,859	28,881	30,902	32,924
8	23,464	25,561	27,657	29,753	31,850	33,946
9	23,464	25,717	27,969	30,221	32,473	34,726
10	23,368	25,771	28,174	30,577	32,979	35,383
11	23,811	25,855	27,862	29,886	31,911	33,935
12	23,843	26,451	29,058	31,667	34,275	36,883
13	24,713	26,574	28,434	30,296	32,156	34,017
14	25,083	27,255	29,426	31,598	33,769	35,941
15	25,441	28,255	31,070	33,885	36,699	39,515
16	26,714	29,835	32,955	36,074	39,195	42,315
17	29,162	31,407	33,654	35,900	38,147	40,392
18	29,587	32,806	36,025	39,245	42,465	45,683
19	31,954	33,843	35,732	37,621	39,510	41,400
20	34,432	37,181	39,929	42,679	45,427	48,177

B. Effective March 3, 1996 the wage guide shall be increased by 4.5%.

1996 LEVEL	1	2	3	4	5	6
1	20,267	22,130	23,993	25,857	27,720	29,583
2	20,518	22,199	23,879	25,561	27,242	28,922
3	21,159	22,846	24,532	26,220	27,906	29,593
4	21,842	24,164	26,486	28,809	31,131	33,453
5	22,586	24,634	26,681	28,728	30,775	32,823
6	22,586	25,159	27,731	30,304	32,875	35,448
7	23,843	25,955	28,067	30,180	32,292	34,405
8	24,520	26,711	28,902	31,092	33,283	35,473
9	24,520	26,875	29,228	31,581	33,935	36,289
10	24,420	26,930	29,442	31,953	34,463	36,975
11	24,883	27,019	29,116	31,231	33,347	35,462
12	24,916	27,641	30,366	33,092	35,817	38,543
13	25,825	27,770	29,714	31,659	33,603	35,548
14	26,212	28,481	30,750	33,020	35,289	37,558
15	26,585	29,526	32,468	35,410	38,351	41,293
16	27,917	31,177	34,438	37,698	40,959	44,219
17	30,474	32,821	35,169	37,515	39,863	42,210
18	30,919	34,282	37,646	41,011	44,376	47,739
19	33,392	35,366	37,340	39,314	41,288	43,263
20	35,981	38,854	41,726	44,599	47,471	50,345

C. Effective January 1, 1995 all permanent part time and provisional part time (when they become a bargaining unit member) employees will receive a \$.25 per hour increase over their 1994 hourly rate.

1. Those part time employees who became permanent during calendar year 1994 and did not receive any other change of pay during 1994 will receive a \$.30 per hour increase in addition to the 1995 increase provided they are still employed at contract signing.

D. Effective January 1, 1996 all permanent part time and provisional part time (when they become a bargaining unit member) employees will receive a \$.30 per hour increase over their 1995 hourly rate.

TITLES BY LEVELS IN ALPHABETIC ORDER

<u>Title</u>	<u>Level</u>
Account Clerk	2
Account Clerk, Typing	13
Accountant	13
Administrative Clerk	9
Administrative Secretary	9
Airport Attendant	6
Animal Control Officer	14
Assessing Clerk	3
Assistant Municipal Tax Collector	19
Assistant Superintendent Building Services	12
Assistant Supervisor Recreation Maintenance	12
Assistant Tax Assessor	13
Assistant Violation Clerk, Typing	3
Automotive Mechanic	12
Building Inspector	12
Building Maintenance Worker	5
Building Sub-Code Official	20
Building Superintendent	18
Clerk	2
Clerk Typist	2
Code Enforcement Officer	17
Communications Operator Trainee	1
Communications Operator, Typing	7
Deputy Municipal Court Clerk, Typing	7
Electrical Sub-Code Official	20
Electrician	12
Engineering Aide	10
Equipment Operator	10
General Supervisor, Laboring	18
General Supervisor, Recreation Maintenance	18
General Supervisor, Streets	18
Heavy Equipment Operator	12
Identification Officer	7
Laborer	1
License Inspector	17
Maintenance Repairer	6
Maintenance Repairer, Carpenter	6

<u>Title</u>	<u>Level</u>
Maintenance Repairer Foreman M/W Carpenter	16
Maintenance Repairer Plumber	6
Mason	11
Mason's Helper	5
Mechanic	12
Mechanical Repairer (Light Equipment)	12
Mechanic's Helper	1
Omnibus Operator, Class #1	10
Payroll Supervisor	19
Plumber Foreman M/W	16
Plumbing Sub-Code Official	20
Principal Account Clerk	13
Principal Clerk	13
Principal Clerk Typist	13
Principal Purchasing Assistant, Typing	19
Public Information Assistant, Typing	2
Public Works Repairer	6
Purchasing Assistant, Typing	8
Recreation Maintenance Worker	5
Recreation Program Coordinator	4
Recreation Supervisor of Sports	13
Recreation Supervisor, Swimming	13
Senior Account Clerk	4
Senior Account Clerk, Typing	4
Senior Assessing Clerk	4
Senior Bookkeeping Machine Operator, Typing	4
Senior Building Maintenance Worker	12
Senior Clerk Typist	4
Senior Communications Technician	17
Senior Engineering Aide	19
Senior Maintenance Repairer Carpenter	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 Works Repairer	12
Senior Recreation Maintenance Worker	12

<u>Title</u>	<u>Level</u>
Senior Traffic	
Maintenance Worker	12
Stage Manager	16
Supervising Electrician	16
Supervising Groundskeeper	16
Supervising Heavy Equipment Operator	16
Supervising Maintenance Repairer	16
Supervising Mechanic	18
Supervisor, Building Service	16
Supervisor Laborer	16
Supervisor of Accounts	11
Supervisor Public Works	16
Supervisor Recreation Maintenance	16
Supervisor Sanitation	16
Supervisor Streets	16
Supervisor Traffic Maintenance	16
Tax Clerk, Typing	2
Technical Assistant, Land Use	14
Traffic Maintenance Worker	5
Traffic Signal Electrician	12
Truck Driver	6
Violations Clerk	4
Welder	15

TITLES BY LEVELS

<u>Title</u>	<u>Level</u>
Communication Operator Trainee	1
Laborer	1
Mechanic's Helper	1
Account Clerk	2
Clerk	2
Clerk Typist —	2
Public Information Assistant, Typing	2
Assessing Clerk	3
Assistant Violation Clerk, Typing	3
Recreation Program Coordinator	
Senior Account Clerk	4
Senior Account Clerk, Typing	4
Senior Assessing Clerk	4
Senior Bookkeeping Machine Operator, Typing	4
Senior Clerk Typist	4
Senior Public Information Assistant	4
Violations Clerk	4
Building Maintenance Worker	5
Mason's Helper	5
Recreation Maintenance Worker	5
Traffic Maintenance Worker	5
Airport Attendant	6
Maintenance Repairer	6
Maintenance Repairer Carpenter	6
Maintenance Repairer Plumber	6
Public Works Repairer	6
Truck Driver	6
Communications Operator/Typing	7
Deputy Municipal Court Clerk	7
Identification Officer	7

<u>Title</u>	<u>Level</u>
Purchasing Assistant/Typing	8
Administrative Clerk	9
Administrative Secretary	9
Engineering Aide	10
Equipment Operator	10
Omnibus Operator, Class #1	10
Mason	11
Supervisor of Accounts	11
Assistant Superintendent Building Services	12
Assistant Supervisor Recreation Maintenance	12
Automotive Mechanic	12
Building Inspector	12
Electrician	12
Heavy Equipment Operator	12
Mechanic	12
Mechanical Repairer (Light Equipment)	12
Senior Maintenance Worker	12
Senior Maintenance Repairer Carpenter	12
Senior Maintenance Repairer Plumber	12
Senior Mason	12
Senior Parking Meter Repairer	12
Senior Public Works Repairer	12
Senior Recreation Maintenance Worker	12
Senior Traffic Maintenance Worker	12
Traffic Signal Electrician	12
Accountant	13
Assistant Tax Assessor	13
Principal Account Clerk	13
Principal Clerk	13
Principal Clerk Typist	13
Recreation Supervisor of Sports	13
Recreation Supervisor Swimming	13
Animal Control Officer	14
Technical Assistant, Land Use	14

<u>Title</u>	<u>Level</u>
Senior Mechanic	15
Senior Mechanical Repairer (Light Equipment)	15
Welder	15
Maintenance Repairer Foreman M/W Carpenter	16
Plumber Foreman M/W	16
Stage Manager	16
Supervising Electrician	16
Supervising Groundskeeper	16
Supervising Heavy Equipment Operator	16
Supervising Maintenance Repairer	16
Supervisor, Building Service	16
Supervisor Laborer	16
Supervisor Public Works	16
Supervisor Recreation Maintenance	16
Supervisor Sanitation	16
Supervisor Streets	16
Supervisor Traffic Maintenance	16
Code Enforcement Officer	17
License Inspector	17
Senior Communications Technician	17
Building Superintendent	18
General Supervisor, Laboring	18
General Supervisor, Recreation Maintenance	18
General Supervisor, Streets	18
Supervising Mechanic	18
Assistant Municipal Tax Collector	19
Payroll Supervisor	19
Principal Purchasing Assistant, Typing	19
Senior Engineering Aide	19
Building Sub-Code Official	20
Electrical Sub-Code Official	20
Plumbing Sub-Code Official	20

E. Out Of Title Wages

In the event an employee is officially designated to work out of title, she/he shall be paid at the rate of \$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.

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

G. Promotions

A full time CWA employee who is promoted during the year, shall receive a minimum of a \$1000 prorated increase to his/her annual salary. If the promotion title level and step does not provide a \$1000 increase, then the individual will receive a \$1000 prorated stipend added to his/her current annual salary. 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.

ARTICLE XXIII

LONGEVITY

A. Effective January 1, 1996, all full time employees shall receive longevity compensation which shall be computed in the following manner:

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

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

ARTICLE XXIV

HEALTH AND SAFETY

- A. The City agrees to provide a safe and healthful place to work.
- B. The City agrees to provide the Union and employee who so requests the chemical names of any substances used in the workplace.
- C. There shall be a Health and Safety Committee as follows:
 - 1. Two (2) CWA members shall serve on the Committee.
 - 2. The two (2) CWA committee members and one (1) other CWA member may visit job sites when employees from that site have submitted safety or health problems, in writing, to the Business Administrator and to the Health and Safety Committee.

ARTICLE XXV

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 XXVI

EDUCATIONAL BENEFITS

A. The City shall pay for tuition and books for all courses whose resulting knowledge may be directly utilized in job performance. The courses shall be authorized in advance by the Department Head and the employee shall be compensated for pre-approved costs 30 days after successful completion of the approved course(s) and filing of the proper documentation.

B. Effective January 1, 1991, in addition to his/her salary, each member shall receive an additional stipend for an earned degree as follows:

1. After March 30, 1994, programs leading to State certification following successful completion of exam and certificate as well as technical degree - \$200.00 plus \$1,000.00 at the end of the third (3rd) anniversary year of obtaining the initial payment provided still employed by the City.
2. After March 30, 1994, an Associate degree - \$400.00 plus \$2,000.00 at the end of the fourth (4th) anniversary year of obtaining the initial payment provided still employed by the City.
3. Effective January 1, 1991, a Bachelor degree - \$800.00 plus \$4,000.00 at the end of the fifth (5th) anniversary year of obtaining the initial payment provided still employed by the City.

C. Upon hire, any degree previously earned may be submitted for review to the Personnel Director.

D. The City will pay for only one degree/certification from an accredited college or City approved technical school. If an additional higher degree is earned by the employee, the employee shall be entitled to the difference between the earned degrees as noted in B above.

E. Members shall submit a copy of an official transcript from the institution to the Department Head, and a representative of the Union, in order to take advantage of this Article.

F. 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.

ARTICLE XXVII

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 XXVIII

MISCELLANEOUS PERSONNEL PRACTICES

A. Each employee shall have access to his/her personnel file upon request and provided copies with resonable notice.

B. All employees shall be made aware of any reports or charges made against him/her. He/she shall have the right to remain silent until he/she consults with an attorney or the Union.

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

1. Employees shall be entitled to engage in outside employment during off duty hours provided that such employment does not conflict with his/her employment responsibilities as an employee of Ocean City.

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

E. 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.

ARTICLE XXIX

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 XXX

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 XXXI

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 XXXII

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 XXXIII

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 XXXIV

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1995 and shall remain in effect to and including December 31, 1996, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days, no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

B. IN WITNESS WHEREOF, the parties have hereunto set their hands and seal at the City of Ocean City on this 19th day of June, 1995.

FOR THE UNION:

Carol E. Day, CWA Rep

Arthur B. Bantock, Pres

Mary Ann T. Brown, V. Pres.

Frank L. Dineen

James H. White

Thomas W. Cox

Thomas M. Morgan

FOR THE CITY:

Richard J. Dancy, Mayor

Angela H. Plegge
CITY CLERK:

APPENDIX A

Account Clerk

Account Clerk, Typing

Accountant

Administrative Clerk

Administrative Secretary

Airport Attendant

Animal Control Officer

Assessing Clerk

Assessing Clerk Part-Time

Assistant Assessor

Assistant Carpenter Foreman

Assistant Dog Warden

Assistant Laborer Foreman

Assistant Painter Foreman

Assistant Recreation Maintenance Foreman

Assistant Street Superintendent

Assistant Supervisor Building Service

Assistant Supervisor, Recreation Maintenance

Assistant Superintendent of Recreation

Assistant Municipal Tax Collector

Assistant Violations Clerk

Assistant Violations Clerk/Recorder/Operator/Typing

Automotive Mechanic

Beach Superintendent/Tax Collection Aide/Typing

Bookkeeping Machine Operator

Building Inspector

Building Maintenance Worker

Building Service Foreman

Building Sub-Code Official

Building Superintendent

Clerk

Clerk (Part-Time)

Clerk Bookkeeper

Clerk Bookkeeper/Senior Clerk Typist

Clerk Typist

Code Enforcement Officer

Communications Operator Trainee

Communications Operator Typing

Data Entry Machine Operator

Deputy Municipal Court Administrator, Typing

Deputy Municipal Court Clerk

Docket Clerk/Recorder Operator Courts

Dog Warden

Draftsman

Electrical Sub-Code Official

Electrician

Engineering Aide

Equipment Operator
Equipment Operator Sweeper
General Supervisor, Laboring
Garage Attendant
Groundskeeper Foreman
Heavy Equipment Operator
Heavy Laborer
Identification Officer
Laborer
License Inspector
Maintenance & Construction Carpenter Foreman
Maintenance & Construction Mason
Maintenance & Construction Mason Foreman
Maintenance & Construction Painter
Maintenance & Construction Painter Foreman
Maintenance & Construction Plumber Foreman
Maintenance & Construction Welder
Maintenance Repairer
Maintenance Repairer Carpenter
Maintenance Repairer Electrician
Maintenance Repairer Foreman M/W Carpenter
Maintenance Repairer Painter
Maintenance Repairer Plumber
Mason

Mason's Helper
Mechanic
Mechanic Foreman
Mechanical Repairer (Light Equipment)
Mechanic's Helper
Messenger
Omnibus Operator, Class #1
P & F Signal System Foreman
P & F Signal System Repairer
Payroll Supervisor
Photographer
Plumber Foreman M/W
Plumbing Sub-Code Official
Police Identification Clerk
Principal Account Clerk, Typing
Principal Bookkeeping Machine Operator/Typing
Principal Clerk
Principal Clerk Bookkeeper
Principal Clerk Stenographer
Principal Clerk Typist
Principal Purchasing Assistant
Public Information Assistant
Purchasing Assistant/Typing
Radio Technician

Recreation Assistant
Recreation Leader
Recreation Maintenance Foreman
Recreation Maintenance Supervisor
Recreation Maintenance Worker
Recreation Parks & Gardens Foreman
Recreation Program Coordinator
Recreation Supervisor of Sports
Recreation Supervisor Swimming
School Traffic Guard
Secretarial Assistant/Stenographer
Senior Account Clerk
Senior Account Clerk, Typing
Senior Airport Attendant
Senior Assessing Clerk
Senior Bookkeeping Machine Operator/Typing
Senior Building Maintenance Worker
Senior Building Service Worker
Senior Clerk Stenographer
Senior Clerk Typist
Senior Communications Technician
Senior Engineering Aide
Senior Maintenance Repairer Carpenter
Senior Maintenance Repairer Painter

Senior Mason
Senior Mechanic
Senior Mechanical Repairer, Light Equipment
Senior Parking Meter Repairer
Senior Public Information Assistant
Senior Public Works Repairer
Senior Recreation Maintenance Worker
Sign Designer/Processor/Letterer
Sign Designer/Processor/Letterer/Helper
Special Deputy
Storekeeper/Automotive
Street Foreman
Supervising Electrician
Supervising Groundskeeper
Supervising Heavy Equipment Operator
Supervising Maintenance Repairer Carpentry
Supervising Maintenance Repairer Painter
Supervising Mechanic
Supervisor Building Service
Supervisor of Accounts
Supervisor Music Pier
Supervisor Recreation Maintenance
Supervisor Streets
Supervisor Traffic Maintenance

Tax Clerk, Typing

Technical Assistant, Land Use

Telephone Operator, Part Time

Traffic Maintenance Foreman

Traffic Maintenance Worker

Traffic Signal Electrician

Truck Driver

Violations Clerk, Typing

Water Safety Instructor

Welder

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

Salary Sidebar Agreement

The following six individuals will receive compensation for 1995 as indicated and be at the top step for their title in 1996.

1. Accountant, Lisa Bradley, \$31,460
2. Assistant Supervisor Building Services, Ella Weber, \$34,161
3. Clerk Typist, Stephanie Albrecht, \$25,668
4. Maintenance Repairer, Michael Lenhart, \$31,405
5. Maintenance Repairer, William Nickerson, \$31,405
6. Tax Clerk, Typing, Susan Carr, \$25,668

FOR THE UNION:

Carol E. Day, CWA Rep.
Arthur A. Barlow, CWA Rep.
Mary Ann F. Brown, V. Pres.
John J. Duce
Paul H. M. [unclear]
Thomas J. [unclear]
David M. [unclear]

FOR THE CITY:

Richard [unclear] for the Mayor
Angela H. Pellegrini
CITY CLERK

DATE: June 19, 1995