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AGREEMENT BETWEEN  
Ocean City, City of  
THE CITY OF OCEAN CITY

AND

THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

X JANUARY 1, 1984 - JUNE 30, 1986

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PREAMBLE

THIS AGREEMENT entered into this            day of  
                  , 1984 by and between the City of Ocean City,  
in the County of Cape May, a Municipal Corporation of the  
State of New Jersey, hereinafter called the "City", and the  
Communications Workers of America, AFL-CIO, hereinafter  
called the "Union", represents the understanding between  
the City and the Union on all issues contained herewithin.

WITNESSETH:

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

NOW, THEREFORE, IT IS AGREED, as follows:

ARTICLE I  
UNION RECOGNITION

- A. The City hereby recognizes the Union as exclusive and sole representative of all collective negotiations concerning grievances and terms and conditions of employment, for all permanent and provisional full-time personnel and permanent part-time employees of the City as enumerated in Appendix "A", but excluding uniformed employees of the Police and Fire Divisions, Lifeguards, Division Heads, Elected Officials, Managerial and Professional Employees.
- B. Unless otherwise indicated, the term "Employee" when used here-in-after in this Agreement, shall refer to all employees represented by the Union in the negotiating unit as above defined, and references to male employees, should include female employees.

ARTICLE II  
MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States.

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.

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 may have under any other applicable laws and regulations. The rights granted the employee shall be deemed to be in addition to those provided elsewhere.

B. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and local laws, except as such particular provisions of this contract modify existing local laws.

ARTICLE V

UNION REPRESENTATIVES AND MEMBERS

A. The city agrees to grant time off with pay to union representatives, not to exceed twenty (20) days in the aggregate, per year for the purposes of attending to union business, provided that said representatives provide the Division Head with four (4) working days notice.

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

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

D. During negotiations, the Union representatives so authorized by the Union, not to exceed seven (7), shall be excused from their normal duties for such periods of negotiations as may be agreed upon by the parties. Such excused individuals, however, shall be available for duty in the event that an emergency arises.

ARTICLE VI

RETENTION OF CIVIL RIGHTS

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

ARTICLE VII

SUB CONTRACTING (INDEPENDENT)

A. The City shall notify the Union at least sixty (60) days in advance of any plans to grant a sub-contract which affects the present levels of employment.

B. The City agrees to sit and meet with the Union representatives to discuss any such plans.

ARTICLE VIII

EXTRA CONTRACT AGREEMENT

A. 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 conflicts with the terms and provisions of this Agreement.

ARTICLE IX

LEAVES OF ABSENCE

A. Military Leave shall be granted in accordance with the law.

B. Leaves of absence without pay may be granted by the City for good reason.

C. Leaves of absence shall be granted without pay to an employee to campaign for or serve in a public office.

D. Maternity Leave shall be granted in accordance with the law. Employees shall give written notification to the Division Head at least ninety (90) days (if possible) prior to taking physical disability leave.

E. Leaves of absence shall be requested by employees in writing at least thirty (30) days prior to commencement of said leave.

ARTICLE X  
WORK WEEK AND OVERTIME

A. Hours of Work:

The present on-going working hours shall continue for all Blue Collar workers and all Library workers. Effective 1/1/85 all White Collar workers shall work a thirty-five (35) hour work week, Monday thru Friday.

B. Overtime:

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

0 - 15 minutes --- no compensation

16 - 30 minutes --- .5 hours compensation

31 - 60 minutes --- 1.0 hours compensation

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

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

3. If an employee is requested to work on a holiday, s/he shall be paid for all time worked at the time and one-half (1½) rate as per paragraph two (2) above, in addition to the regular holiday pay. If s/he is called to duty on his/her usual day off, s/he shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at time and one-half (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. Any employee who is designated to be on-call for a given week, shall be granted one-half (½) compensatory day for each week so designated.



2. On-Call duty shall be assigned on a fair and equal basis.

3. It is understood that the on call provision for compensatory time does not apply to Court employees.

ARTICLE XI

VACATIONS

A. For all employees hired prior to the signing of this Agreement, 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 worked.
2. From the beginning of the second calendar year till the end of the fifth calendar year - twelve (12) working days.
3. From the beginning of the sixth calendar year till the end of the tenth calendar year - eighteen (18) working days.
4. From the beginning of the eleventh calendar year till the end of the fifteenth calendar year - twenty-two (22) working days.
5. From the beginning of the sixteenth calendar year till the end of the twentieth calendar year - twenty-seven (27) working days.
6. From the beginning of the twenty-first calendar year till the date of retirement - thirty (30) working days.

B. For all employees hired after the signing of this Contract 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 worked.

2. From the beginning of the second calendar year till the end of the tenth calendar year - twelve (12) working days.

3. From the beginning of the eleventh calendar year till the end of the fifteenth calendar year - fifteen (15) working days.

4. From the beginning of the sixteenth calendar year to the end of the twentieth calendar year - seventeen (17) working days.

5. From the beginning of the twenty-first calendar year till the end of the twenty-fifth calendar year - twenty (20) working days.

6. From the beginning of the twenty-sixth calendar year till the date of retirement - twenty-five (25) working days.

C. If an employee becomes sufficiently ill so as to require in-patient hospitalization while he or she is on vacation, he or she may charge such period of illness and post hospital recuperation against sick leave at his or her option. Said employee must submit proof of hospitalization and Physician's certificate as to the need for post hospital recuperation.

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

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

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

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

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

ARTICLE XII

HOLIDAYS

A. The following shall constitute paid holidays in 1984:

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

B. The following shall constitute paid holidays beginning January 1, 1985:

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

ARTICLE XIII

INJURY LEAVE

A. If an employee is incapacitated and unable to work because of a job related injury, s/he shall be entitled to injury leave with full pay for one (1) year if his/her inability to work is mutually certified by the employee's doctor and the City doctor.

B. Upon request, the City Administration may extend injury leave with full pay for up to one (1) additional year.

ARTICLE XIV

SICK LEAVE

- A. Sick leave shall continue as presently in effect.
- B. Sick leave shall continue to be accumulated at the rate of fifteen (15) days per year, without a maximum limit, while an employee is a full-time employee and only to be used for bonafide sickness.
  1. Permanent part-time employees shall be granted sick leave on a pro-rated basis per year, which shall be accumulated without maximum limitation from year to year.
- C. Verification of sick leave shall be in accordance with Civil Service rules and regulations, N.J.A.C. 4:1-17.18.
- D. Terminal Leave upon retirement:
  1. If an employee retires without using up all his/her sick leave, s/he shall be compensated for said sick leave at the regular rate of pay in effect at the time of retirement in accordance with the following:
    - a) Employees hired prior to the signing of this contract shall have the amount of unused sick leave which was available to them on 12/31/83 calculated by multiplying the total number of unused days as of 12/31/83 times their daily rate of pay in effect on 12/31/83.

b) If the dollar amount calculated in (a) above is greater than \$12,500, then that employee shall have his/her sick leave recalculated based upon the total number of unused sick days available on 12/31/85 utilizing the rate of pay in effect on 12/31/85. These employees at time of retirement, shall be permitted to receive a terminal leave payment which shall not exceed the dollar amount as calculated on 12/31/85. In no event shall any employee receive a terminal leave payment in excess of \$22,500, regardless of the number of sick leave days accumulated.

c) In the event that the dollar amount calculated in (a) above is \$12,500 or less, then that employee shall be permitted to receive a terminal leave payment which shall not exceed \$12,500.

d) Employees hired subsequent to the signing of this Agreement shall be permitted to receive a terminal leave payment which shall not exceed \$5,000.

e) Employees, regardless of date of hire, also have the option of remaining on the City payroll for as many days as the dollar amount referenced in the respective paragraph a - d above permits.

f) Employees who get sick prior to retirement continue to have the right to utilize sick days in accordance with Civil Service regulations.



g) In the event an employee dies without utilizing his/her accumulated sick leave, his/her estate shall be compensated for any unused sick leave per paragraphs a - d above.

E. Prior to going on terminal leave, all employees shall receive accrued benefits, but while on terminal leave such employee shall not be entitled to any additional sick leave, vacation time, or other benefits offered active employees.

ARTICLE XV

INSURANCE, HEALTH AND WELFARE

A. The City shall provide a comprehensive health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees, office visits, and all of the benefits which are currently included in the health benefit program, at the date of this agreement, for the member and his family.

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

C. The City shall provide a \$10,000.00 life insurance policy on the life of each member. The employee shall designate the beneficiary thereof. Upon separation of service of the member, and at his option and cost, may convert said life insurance policy on an individual basis.

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

E. The City shall provide a co-pay Prescription Plan (\$1.00 co-pay) for the individual and his family. Said plan shall be in accordance to that agreed to between the City and the Union as indicated in "side-agreement."

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

G. At least sixty (60) days prior to the City's changing the existing insurance carrier of any benefit, they shall notify the Union, in writing, and provide the Union with a full description of the proposed insurance plan.

ARTICLE XVI

AGENCY SHARE AND DUES DEDUCTION

A. In order to adequately offset the per capita cost of services rendered by the Union as the majority representative, the City agrees to deduct from each member's pay the dues in the amount certified by the Union to the City. Effective the month following the month in which this contract is ratified the dues amount will be 1.15% of an employee's salary. The City agrees to forward such dues to the address certified by the Union.

B. A representation fee in the amount of 85% of the regular membership dues shall be deducted in as nearly as equal installments from the paycheck paid to each employee who has chosen not to become a full dues paying member of the Union. Said deduction shall begin thirty (30) days after the first day of his/her employment.

C. In compliance with Chapter 477, PL 1979, all Agency Fee payers shall be notified by the Union of and have a right to utilize a demand and return system.

ARTICLE XVII  
CLOTHING ALLOWANCE

A. In 1984, all Blue Collar employees shall receive a Two Hundred (\$200.00) Dollar clothing allowance as follows:

\$ 92.50 payable on May 15

\$107.50 payable on September 15.

B. Beginning in 1985 and thereafter, all Blue Collar employees shall receive a Two Hundred Twelve Dollar and Fifty Cents (\$212.50) clothing allowance to be payable by July 1.

C. All uniforms and work clothes damaged in the line of duty shall be replaced by the City, after inspection and certification by the Division Head.

D. All personal items that are damaged, lost or destroyed in the line of duty, which are not covered by insurance, shall be replaced by the City, after inspection and certification by the appropriate Division Head. The City's liability shall not be more than Three Hundred (\$300.00) Dollars per incident.

ARTICLE XVIII

TIME OFF

A. Employees shall be granted time off without deduction from pay or time owed for the following requests:

1. Death in the immediate family, from the date of death to and including the day of the funeral, with a maximum of five (5) days or seven (7) days in the event of travel. Proper notification shall be given to the appropriate Division Head as soon as possible. Proper notification shall mean number of days being used and expected date of return and any applicable travel information.

2. Serious illness (including childbirth) in the immediate family residing with the employee no more than three (3) days.

3. Immediate family shall consist of wife, husband, child, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law, brother-in-law and spouse's grandparents.

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

ARTICLE XIX

LIBRARY EMPLOYEES

- A. The full time employees of the Library shall continue to work the same number of hours per week as is the present and past practice. The work year and calendar shall be as directed by the Library Director.
- B. The Library employees shall utilize the same grievance procedure as set forth in this Agreement, with exception that Step One shall be the Library Director, and Step Two shall be the Library Board.
- C. Full time employees shall be granted the same number of holidays during each year as other City employees, all of which are to be designated by the Library Board. Such designations shall be posted by January 2nd of each year.
- D. Full time Library employees shall be entitled to the same benefits and protections stated elsewhere within this Agreement, unless otherwise provided for within this Article.
- E. Permanent part-time employees who work at least twenty (20) hours per week shall receive the benefits on a pro-rated basis in accordance with amount of time worked except for medical insurances, for which they shall receive 100% coverage. Said employees shall be entitled to the same protections of this Agreement afforded other members represented by the Union.



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

ARTICLE XX  
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise 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 - Division Head (Library Director)

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

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

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

a. If the grievant is not satisfied with the decision rendered at level One, he 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.

III. 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 Civil Service.

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 or alter in any way the provisions of this Agreement or any amendment to supplement, thereto. The decision of the arbitrator shall be final and binding.

E. The designated Union representatives shall be permitted as members of the grievance committee to confer with employees and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without the loss of pay, provided the conduct of

said business shall not diminish the effectiveness of the designated representative's Division or require the recall of off-duty employees, and further provided that permission is granted in advance by the appropriate Division Head or his designee.

F. Any aggrieved party may be represented by the Union's representatives at all stages of the grievance procedure and no reprisals of any kind shall be taken by the City against any party or representative involved in the grievance. A minority organization or outside party may not represent anyone at any stage of the grievance procedure.

G. All employees who have filed a grievance under this Agreement shall continue to work in accordance with the direction of the Division Head or other supervisory personnel until such grievance is properly determined.

ARTICLE XXI

DISCIPLINE AND EVALUATION PROCEDURES

- A. Employees shall be evaluated by their supervisors or other designee at least once each contract year which is to be 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 any evaluation report prepared by his evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the personnel office or placed in the employee's file without prior conference. The employee shall sign the evaluation report and date it when it is presented to him. Said signature shall merely indicate that the employee has received a copy of the report.
- 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.

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. 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.

ARTICLE XXII

COMMENDATION

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



ARTICLE XXIII

WAGES

- A. Effective January 1, 1984 all employees shall be placed on Compensation Schedule A. Schedule A shall represent a \$1,200 increase over the compensation schedule in effect on 12/31/83.
- B. Effective January 1, 1985 all blue collar employees shall be placed on Compensation Schedule B-1. Schedule B-1 shall represent a \$1,200 increase over Schedule A.
- C. Effective January 1, 1985 all white collar employees shall be placed on Compensation Schedule B-2. Schedule B-2 shall represent a \$1,335 increase over Schedule A.
- D. Effective January 1, 1986 all blue collar employees shall be placed on Compensation Schedule C-1. Schedule C-1 shall represent a \$600 increase over Schedule B-1.
- E. Effective January 1, 1986 all white collar employees shall be placed on Compensation Schedule C-2. Schedule C-2 shall represent a \$600 increase over Schedule B-2.
- F. In the event an employee is officially designated to work out of title, s/he shall be paid at the rate of pay for the higher title in accordance with the following:
1. Employees who have a Civil Service job title which includes the term "senior" or "assistant" must work out-of-title for thirty (30) consecutive days before being eligible for out-of-title pay.

If the thirty (30) day threshold is met, pay shall be retroactive to the fifteenth (15) day.

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

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

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

ARTICLE XXIV

LONGEVITY

A. Employees shall receive longevity compensation which shall be computed at the rate of two (2%) percent of the employees' base pay for every five (5) years of service with a maximum limit as follows:

1. Employees may receive up to twelve (12%) percent if they have achieved twelve (12%) percent by 6/30/86.
2. If an employee is not receiving twelve (12%) percent by 6/30/86, then that employee and all future employees, can only receive a maximum of ten (10%) percent longevity

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

ARTICLE XXV

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

ARTICLE XXVI

COURT TIME

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

ARTICLE XXVII

SCHOOLING

A. The City shall pay for tuition and reasonable related expenses for any employee who attends course work approved by the Division Head.

B. Persons presently receiving compensation for earned college credits shall continue to receive same for the year 1984. In the year 1985 they shall receive fifty (50%) percent of their 1984 rate and in 1986 this shall be eliminated.

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. Each employee shall have access to his personnel file at reasonable times and upon request and prior approval of the Division Head.
- B. All employees shall be made aware of any reports or charges made against him. He shall have the right to remain silent until he consults with an attorney or the Union.
- C. All disciplinary action, including suspension, taken against any employee shall be done in accordance with Civil Service Rules and Regulations. In cases when the Division 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 shall submit a report explaining such action to the City Administration. A copy of said report shall be given immediately to the employee.
- D. 1. Employees shall, within thirty (30) days of engaging in outside employment, notify their Division Head in writing of the employment. S/he shall provide in this letter a listing of the position held, the name of the outside employer, and the hours of employment.
2. 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.



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

ARTICLE XXX

SEVERABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law, or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXI

JOB POSTING AND VACANCIES

- A. All job vacancies shall be posted on the Personnel Department's bulletin boards for a minimum of five (5) working days prior to filling the position.
- B. The Union president shall be provided with a copy of the posting.

ARTICLE XXXII

UNION BULLETIN BOARDS

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

ARTICLE XXXIII

SCHOOL CROSSING GUARDS

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

- A. Effective with the beginning of the 1984 school year, all crossing guards will receive a \$.25 per hour increase in salary.
- B. Effective with the beginning of the 1985 school year, all crossing guards shall receive a \$.25 per hour increase over the 1984 salary.
- C. The City will provide each school crossing guard with a work uniform as determined and defined by the Ocean City Police Chief.
- D. Each school crossing guard shall receive six and one-quarter (6 $\frac{1}{4}$ ) sick leave days per school year, which shall be accumulated without maximum limitation from year to year. For purposes of this sub-section, a school year shall consist of two contiguous semesters.
- E. The City will contribute to the New Jersey Public Employee Retirement System, those amounts statutorily mandated for each of the crossing guards.
- F. The City shall provide to the four (4) regular crossing guards, health benefits as defined in Article XV, Paragraph (A) of the Agreement between the City and the Union for the period January 1, 1984 through June 30, 1986.

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

ARTICLE XXXIV

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1984, and shall remain in effect to and including June 30, 1986, 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), no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

B. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Ocean City on this \_\_\_\_\_ day of \_\_\_\_\_.

FOR THE UNION:

*J. L. Lee*  
*David Russell*  
*Ally Dello*  
*Robert Panyard*  
*Jacquelynne Durkin*  
*Margaret Peterson*  
*Diana Mell*  
*Serge L. Bruner*

FOR THE CITY:

*Jack Britner*  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX A

Administrative Secretary	Mechanical Repairer, Foreman
Ambulance Driver	Mechanical Repairer, Helper
Assistant Carpenter Foreman	Municipal Court Clerk
Assessing Clerk	Omibus Operator Class #1
<del>Assessing Clerk (P.T.)</del>	Park Foreman
Assistant Dog Warden	Parking Violations Officer
Assistant Painter Foreman	P & F Signal System Repairer
Assist. Recreation Maint. Foreman	P & F Signal System Foreman
Assist. Superintendent of Recreation	Personnel Technician
<del>Auto Operator</del>	Photographer
Bookkeeping Machine Operator	Police Identification Clerk
Building Maintenance Worker	Principal Account Clerk Typist
Building Maintenance Worker, Foreman	Principal Bookkeeping Machine Operator, Typ.
Clerk	Principal Clerk
Clerk Bookkeeper	Principal Clerk Typist
Clerk (P.T.)	Principal Clerk Bookkeeper
Clerk Stenographer	Principal Clerk Stenographer
Clerk Typist	Purchasing Assistant
<del>Coastal Zone Management Specialist</del>	Radio Technician
<del>Coasthead</del>	Recreation Leader
Deputy City Clerk	Recreation Maintenance Supervisor
Deputy Municipal Court Clerk	Recreation Maintenance Foreman
Dog Warden	Recreation Maintenance Worker
<del>Dredge Engineer</del>	Recreation Parks & Gardens Foreman
<del>Dredge Master</del>	Recreation Supervisor Sport
<del>Dredge Mechanic</del>	Secretarial Assistant, Stenography
<del>Dredge Operator</del>	Senior Accountant
Engineering Aide	Senior Account Clerk, Typing
Equipment Operator	Senior Assessing Clerk
Equipment Operator Sweeper	Senior Bookkeeping Machine Operator
Garage Attendant	Senior Building Maintenance Worker
Groundskeeper Foreman	Senior Clerk Bookkeeper
Heavy Equipment Operator	Senior Clerk Stenographer
Heavy Equipment Operator, Foreman	Senior Engineering Aide
Junior Librarian	Senior Library Assistant
Junior Librarian Assistant	Senior Maintenance Repair Carpenter
Junior Librarian Assistant (P.T.)	Senior Mechanical Repairer
Laborer	Senior Mechanical Repairer, Auto.
<del>Laborer Foreman</del>	Senior Maintenance & Construction Painter
Laborer, Heavy	Senior Recreation Maintenance Worker
Maintenance & Construction Carpenter	Sign Designer Processor & Letterer
Maintenance & Construction Carp., Foreman	Sign Designer Processor & Letterer, Helper
Maintenance & Construction Mason	<del>Sherman</del>
Maintenance & Construction Painter	Special Police School Crossing Guard (P.T.)
Maintenance & Constr. Painter, Foreman	Storekeeper
Maintenance & Construction Plumber	Street Foreman
Maintenance & Constr. Plumber, Foreman	Supervisor Library, Assistant
Maintenance & Construction Welder	Supervisor Music Pier
Maintenance Repairer	Telephone Operator
Maintenance Repairer Carpenter	Telephone Operator, (P.T.)
Maintenance Repairer Electrician	Traffic Maintenance Worker
Maintenance Repairer Painter	Traffic Maintenance Foreman
Maintenance Repairer Plumber	Truck Driver
Mechanical Repairer (Mechanic)	Violations Clerk
(D. S. Title: Auto Mechanic)	Welder
	*Senior Clerk Typist