

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION 23-60-191

AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT
WITH THE COMMUNICATION WORKERS OF AMERICA AFL-CIO, LOCAL NO. 1078

WHEREAS, the Communication Workers of America AFL-CIO, Local No. 1078 and the City of Ocean City have completed collective bargaining and have formulated the terms of an agreement from January 1, 2023 through December 31, 2028; and

WHEREAS, the Communication Workers of America AFL-CIO, Local 1078 voted to accept the terms of the agreement as negotiated by their representative; and

WHEREAS, City Council previously ratified a Memorandum of Agreement with CWA 1078 outlining the terms of the agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that the Mayor and City Clerk be authorized to execute the collective bargaining agreement as negotiated with the Communication Workers of America AFL-CIO, Local 1078 January 1, 2023 through December 31, 2028.


Peter V. Madden, Council President

Offered by COUNCILMAN CROWLEY Seconded by COUNCILMAN WINSLOW

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the 22ND day of NOVEMBER 2023

Melissa Ragner
City Clerk

NAME	AYE	NAY	ABSENT	ABSTAINED
Bergman	X			
Crowley	X			
Levchuk	X			
Madden	X			
Polcini	X			
Rotondi	X			
Winslow	X			

AGREEMENT

Between

CITY OF OCEAN CITY

And

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

January 1, 2023 to December 31, 2028

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PREMBLE

THIS AGREEMENT entered into this 5th day of February, 2024, by and between the City of Ocean City, in the County of Cape May, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and the Communications Workers of America, AFL-CIO, hereinafter called the "Union", represents the understanding between the City and the Union on all issues contained here within.

WITNESSETH

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

NOW, THEREFORE, IT IS AGREED as follows:

ARTICLE I

UNION RECOGNITION

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

in the negotiating unit as above defined.

- C. The City agrees that personnel who are not included in the bargaining unit shall not do work other than that described in their job description, if such work is in conflict with work normally assigned to employees within the bargaining unit.
- D. The City agrees to provide to all new employees, at their in-processing meeting, an information sheet about the CWA.

ARTICLE II

MANAGEMENT RIGHTS

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

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

1. To the executive management and administrative control of the municipal government and its properties and facilities and to determine the methods of operation to be offered by its employees and to direct the legitimate business activities of its employees;
2. To determine the standards of selection of employment and to hire all employees and, subject to the provisions of Law, the Civil Service Commission and the Department of Personnel Rules and Regulations, to determine their qualifications and conditions for continued employment or assignment and to promote and

transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for just cause according to Law and subject to the limitations of Article XX.

ARTICLE III

RULES AND REGULATIONS

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

ARTICLE IV

LEGAL REFERENCE

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

ARTICLE V

UNION REPRESENTATIVES AND MEMBERS

- A. The City agrees to grant time off with pay to Union representatives, not to exceed 1200 hours for the life of this six-year agreement, for the purpose of attending to Union business relative to City employees to include but not be limited to:
 - 1. Preparation for contract negotiations – chargeable to the 1200 hours.
 - 2. Attendance at union seminars, conferences, conventions or training sessions – chargeable to the 1200 hours.
 - 3. Conducting local union business as it pertains to Ocean City employees – chargeable to the 1200 hours.
 - 4. Disciplinary hearings – not chargeable to the 1200 hours.
 - 5. Grievance conferences – chargeable to the 1200 hours.

6. Salary Committee Meetings – not chargeable to the 1200 hours.
 7. Visiting Job Sites to investigate alleged contract violations – chargeable to the 1200 hours.
 8. Management Called Meetings – not chargeable to the 1200 hours.
 9. Actual Contract Negotiations – not chargeable to the 1200 hours. The Union must provide two (2) working days' notice to each affected department head on forms provided by the city which, when approved, will be used as the basis for totaling all hours so specified.
- B. In addition to the 1200 hours in Paragraph A, the City agrees to provide an additional 24 hours during the life of this six-year agreement, to be used for the purpose of furthering labor-management relations (e.g. training, seminars, etc.). The specific use of these 24 hours will be determined jointly by the City and by the CWA.
- C. Any request by authorized representatives of the Union to attend to union business relative to city employees not covered in Article V, Section A, shall require prior request and authorization of the department head, or his/her designee. Such authorization shall not be unreasonably denied. In no event shall there be any interference with the operation of the City or respective Divisions.
- D. During negotiations, the Union representatives so authorized by the Union, not to exceed seven (7), shall be excused from their normal duties for such periods of negotiations as may be agreed upon by the parties. Such excused individuals, however, shall be available for duty in the event that an emergency arises.

- E. The City and Union agree that all hours spent by employees in attending to Union business and attending negotiations pursuant to this Article are not mandated work by the City and as such are not compensable as hours worked for Fair Labor Standards Act purposes. However, hours spent on contractually permissible paid Union leave time are considered part of the normal work week under Article X.

ARTICLE VI

RETENTION OF CIVIL RIGHTS

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

ARTICLE VII

SUB CONTRACTING (INDEPENDENT)

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

ARTICLE VIII

EXTRA CONTRACT AGREEMENT

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

ARTICLE IX

LEAVES OF ABSENCE - PERMANENT EMPLOYEES

- A. Leaves of absence, with or without pay, may be granted by the City for emergency situations, by the Department Head with approval of the Appointing Authority, in accordance with current NJDOP and Civil Service Commission rules, the NJ Family Leave Act (FLA), and the Federal Family Leave Act (FMLA).
- B. Periods of absence shall not exceed six (6) months at any one time. Such leaves may be renewed for an additional six (6) months by the Department Head through the Appointing Authority with approval by the governing body. No further renewal or extension may be granted except upon request by the Appointing Authority and written approval by the New Jersey Civil Service Commission.
- C. Leaves of absence shall be requested by the employee in writing at least 30 days (if possible) prior to requested commencement date. The employee shall receive a written response within 10 working days after submitting the request.
- D. Except for military leave, education, FLA or FMLA leave, or any other leave designated by the Civil Service Commission or by law, periods of leaves of absence without pay shall be deducted from an employee's total continuous service, except as otherwise posted by

NJCSC rule.

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

F. New Jersey Family Leave Act (FLA)

1. State Family Leave shall be granted in accordance with New Jersey State law.
2. Employees with at least 12 months of service, who have worked not less than 1,000 hours during the immediately preceding 12-month period, are eligible for State Family Leave.
3. An employee may take State Family Leave so that the employees may provide care made necessary by reason of:
 - i. The birth of a child of the employee;
 - ii. The placement for adoption of a child with the employee; or
 - iii. The serious health condition of a family member of the employee.
4. An employee shall be entitled to a family leave of 12 weeks in a calendar 24-month period.
5. An employee may, at his/her option, use paid leave for family leave purposes. An employee who chooses to use paid leave must meet the requirements for such leave.

G. Federal Family Medical Leave Act (FMLA)

1. Federal Family Medical Leave will be granted in accordance with the federal law.
2. Employees, who have worked for at least 12 months for a minimum of 1,250 hours, are eligible for FMLA.
3. An eligible employee is entitled to 12 weeks of FMLA leave in a 12-month calendar period:

- a. Because of the birth of a child or the placement of a child for adoption or foster care, except that the entitlement expires at the end of the 12-month period beginning on the date of the birth or placement;
- b. Because the employee is needed to care for a child, spouse or parent with a serious health condition;
- c. Because the employee's own serious health condition makes the employee unable to do his or her job.
- d. "Serious health condition" is an illness, injury, impairment, or physical or mental condition that involves:
 - 1. Any period of incapacity or treatment in connection with or resulting from inpatient care in a hospital, hospice, or residential medical care facility;
 - 2. Any period of incapacity requiring absence from work, school, or other regular daily activities, for more than three (3) calendar days, that also involves continuing treatment by a health care provider; or
 - 3. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or for prenatal care.
 - 4. An employee may, at his/her option, use paid leave for family medical leave purposes. An employee who chooses to use paid leave must meet the requirements for such leave.

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

ARTICLE X

WORK WEEK AND OVERTIME

A. Hours of Work

Each Department will establish, in writing, the regular hours of work (schedules) for all full-time employees within their jurisdiction. The standard workweek for full-time Blue Collar workers shall be 39 hours. The daily work shift for Blue Collar workers shall include two 15-minute breaks and an unpaid lunch period. All White Collar workers shall work 35 hours in a standard workweek, Monday through Friday. The daily work shift for White Collar workers shall include one 15-minute break and an unpaid one-hour lunch period. The standard workweek for all Public Safety Telecommunicators shall average 40 hours per week within a 14-day period. The work shift for Public Safety Telecommunicators will include a paid one-hour meal period and two 15-minute breaks subject to recall to duty. Existing variations to the standard Blue Collar and White Collar workweek, as established in writing at the time of execution of this contract, shall continue

and shall not be changed without prior agreement of the CWA and the City.

A1. Recreation and Aquatic and Fitness employees are considered blue collar employees for uniform but are white collar for hours.

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

1. To accommodate seasonal activities, in which case at least 15 calendar days' notice shall be given. The following shall apply to seasonal schedule changes:

a. The "Seasonal" schedule shall commence on May 1st and will extend to September 30th of each year.

b. "Seasonal" changes shall apply to the following departments:

i. Finance, for revenue operations. To be defined as Parking Meter/Lot, Airport and Transportation Center operations.

ii. Community Services, for Music Pier operations.

iii. Community Operations "Public Works", specifically for the functions of sanitation, golf course and beach maintenance activities.

c. The City shall make all possible attempts to fill the "seasonal" schedules on a voluntary basis. Otherwise, schedules will be filled by title in reverse order of seniority in that title, with the intent being to initially fill schedules with the employees who work within the applicable unit.

- d. When transitioning into and out of the “Seasonal” schedule each spring and fall, some employees may work one day more or one day less within a given pay period. In such circumstances, those employees working one day less in the pay period will be paid for the full pay period, with no deduction in compensation. Those employees working one day more in a pay period will receive overtime compensation.
2. To provide for emergency (a sudden, extremely important and unexpected occurrence that affects the public safety) responses, in which case the schedule change will only be for the duration of the emergency. In the event a schedule change is necessary in response to an emergency and no overtime is worked, the appropriate additional payments as defined in paragraph 3 below shall apply.
3. To accommodate projected temporary workloads, in which case 15 calendar days’ notice shall be given. For every day worked on a revised schedule in this situation, the following additional payment to the affected employee shall apply:
- a. For work on a day other than that on the employee’s established schedule:
\$75 in addition to straight time pay. This provision does not apply if the day is being paid at the overtime rate. This additional pay is for every day other than that on the established schedule.
 - b. For work on a shift starting prior to, or later than the established schedule:
 - i. \$25 per day for shift revisions of less than three (3) hours.
 - ii. \$50 per day for shift revisions of three (3) hours or more.

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

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

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

2. If the Department Head, or their designee, gives the employee at least 24 hours' notice of overtime work, the City will then have the option of providing comp time or pay, or a combination thereof. In the event the notice is less than 24 hours, form of payment will be at the employee's discretion.
3. If an employee is requested to work on a holiday, s/he shall be paid for all time worked at the time-and-one-half ($1\frac{1}{2}$) rate as per paragraph 2 above, in addition to the regular holiday pay.
4. If s/he is called into work on his/her scheduled day off, the employee shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at time-and-one-half ($1\frac{1}{2}$) the employee's regular rate of pay.
5. If an employee is recalled to work, s/he shall receive a minimum of three (3) hours at time-and-one-half ($1\frac{1}{2}$) of the employee's regular rate of pay.
6. If an employee is called into work for an emergency (including but not limited to weather-related emergencies), the employee shall be paid at time-and-a-half for all hours worked (exclusive of their normal shift) plus the 30-minute response time. If the employee in this situation works a total of fewer than three (3) hours, the employee shall receive three (3) hours at time-and-a-half ($1\frac{1}{2}$) the employee's regular rate of pay.

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

E. On-Call

1. Any employee who is designated to be on-call and is not called out during said day shall be paid a stipend of \$35.00 per 24-hour period.
 - Effective January 1, 2024, \$45 paid a stipend per 24-hour period.
 - Effective January 1, 2027, \$50 paid a stipend per 24-hour period.
2. On-Call duty shall be assigned on a fair and equal basis.
3. It is understood that the above on-call provision for compensatory time does not apply to Court employees.

F. Court Employees

1. Eligible Court employees can be designated to be on-call for periods of one week (7-day period, from Tuesday to Tuesday, 9 a.m.), with on-call assignments to be rotated among those employees. Those employees designated to be on-call will be provided with a pager and must respond within 30 minutes. Employees placed on-call will be paid a minimum of \$40 for each one-week period.
 - Effective January 1, 2024, \$50 for each one-week period.
 - Effective January 1, 2027, \$55 for each one-week period.

For each incident in a one-week period in which court employees execute court documents at their residence, the employee will be paid \$20 per incident.

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

G. Accumulation of Compensatory Time

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

ARTICLE XI

VACATIONS

A. Annual vacations shall be granted as follows:

1. From the date of hire to the end of the first year - one (1) working day for each month worked.
2. From the beginning of the second calendar year until the end of the fifth calendar year - 12 working days.
3. From the beginning of the sixth calendar year until the end of the tenth calendar year - 14 working days.

4. From the beginning of the eleventh calendar year until the end of the fifteenth calendar year - 16 working days.
 5. From the beginning of the sixteenth calendar year until the end of the twentieth calendar year - 18 working days. Effective January 1, 2024 - 20 working days.
 6. From the beginning of the twenty-first calendar year until the end of the twenty-fifth calendar year - 20 working days. Effective January 1, 2024 - 22 working days.
 7. From the beginning of the twenty-sixth calendar year until the date of retirement - 22 working days. Effective January 1, 2024 - 25 working days.
- B. If an employee becomes sufficiently ill so as to require in-patient hospitalization while he or she is on vacation, he or she may charge such period of illness and post hospital recuperation against sick leave at his or her option. Said employee must submit proof of hospitalization and physician's certificate as to the need for post hospital recuperation.
- C. For members of the Bargaining Unit, vacations shall be picked by seniority, within classification, in each individual Division.
- D. Vacation leave shall be taken during the calendar year in which vacation leave is earned at such time as permitted or directed by the Department Head, unless:
1. The Department Head determines and certifies that it cannot be taken because of pressure of work. The Department Head will document in writing the reason(s) for rejection of vacation requests. It is the intent of the City Management to be reasonable in granting requests for vacation time.
 2. The employee requests to carry over vacation into the next year. The employee will direct such requests in writing to the Department Head. If an employee decides in November to

use vacation previously designated as carry-over, the employee must send a written request to the Department Head for approval. The Department Head must send a response to the requesting employee within two (2) calendar weeks.

3. All vacation for the current year including carry-over time must be scheduled by November 1st. Vacations should be scheduled five (5) working days in advance of the vacation requested.

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

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

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

ARTICLE XII

HOLIDAYS

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

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

- A1. If the City recognizes Juneteenth Day holiday for any City employees, the members of the bargaining unit shall receive the holiday.
- B. A full-time employee shall be entitled to an additional floating holiday per calendar year if he/she is on payroll by Presidents' Day.
 - 1. This holiday shall be requested similar to other time off.
 - 2. This holiday is not accumulative.
 - 3. Employees will be able to use a floating holiday the same way they request vacation time.
- C. For all full-time employees, whenever one of the observed holiday's falls on an employee's regularly scheduled day off, the employee shall have the option of receiving eight (8) hours of straight time pay or eight (8) hours of comp time for that holiday.

ARTICLE XIII

INJURY LEAVE

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

Worker's Compensation Benefits: If an injured worker is disabled, he/she will be eligible to receive temporary disability benefits at a rate of 70% of their average weekly wage, not to exceed the maximum rate or fall below the minimum rate set by statute in effect during the year of the accident. The intent is that the employee will receive a maximum of 100% of their wages

because the Worker's Compensation disability payments are not taxable. These benefits are provided during the period when the worker is unable to work and is under active medical care. (Chapter XV of Title 34 of the revised Statutes of the State of New Jersey).

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

ARTICLE XIV

SICK LEAVE

A. Service Credit for Sick Leave

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

B. Amount of Sick Leave

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

C. Reporting of Absence on Sick Leave

1. Employees shall call in prior to the start of their shift in accordance with Departmental procedures. In the event an employee is unable to notify his/her Department Head or

designee prior to the start of their shift, a 15-minute grace period will be enacted.

Extenuating circumstances shall be given fair consideration.

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

D. Verification of Sick Leave

- 1. An employee who has been absent on sick leave for three (3) or more consecutive days will be required to submit acceptable medical evidence substantiating the illness.
 - a. An employee who has been absent on sick leave for periods totaling more than 15 days in one calendar year consisting of periods of three (3) days or less shall have his/her sick leave record reviewed by the City and thereafter will be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.
 - b. The City may require proof of illness of an employee on sick leave, whenever there appears to be abuse. Abuse of sick leave shall be cause for disciplinary action.
 - c. The Union further acknowledges that the City, through its Business Administrator or his designee, may adopt such sick leave verification policies from time to time to control sick leave abuses as it may deem necessary. A copy of said policy shall be given to the Union 20 days prior to its implementation.

2. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.
 3. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees. If an employee is under a specialist's care due to his/her condition, the specialist's release should be sufficient to return the employee to work.
- E. Sick Leave Compensation Upon Retirement/Terminal Leave (full-time employees)
1. If an employee retires without using up all of his/her sick leave, s/he shall be compensated for sick leave as provided herein:
 - a. \$95 per day
 - b. 160 Days will be Flat Fee of \$16,500
 - c. More than 160 Days will be an additional \$95 per day over the 160
 2. All employees have the option of participating in a sick leave payment mutually agreed to by the individual and the Director of Financial Management.
 3. The City will not object to an employee withdrawing his/her retirement application prior to the date of actual retirement for reasons of serious illness, subject only to the requirements of the State of New Jersey Division of Pensions and Benefits.
 4. If a full-time retirement eligible employee dies prior to retirement with accumulated

earned sick leave, his/her estate shall be compensated for any unused sick leave after providing documentation of undisputed rights in inherit.

5. For employees hired after July 1, 2012, the sick leave reimbursement upon retirement is capped at \$7,500.

ARTICLE XV

INSURANCE, HEALTH AND WELFARE

- A. The City provides comprehensive health benefit programs including hospitalization, medical treatment, and major medical coverage. The base plan shall be the NJ Direct15. Employees have option to join other plans and will pay the difference if more expensive than Direct 15.

1. The City shall provide the State Health Benefit Prescription Plan or equivalent plan.
2. Maximum benefit coverage for orthodontics shall be \$3,000.

Effective January 1, 2024, \$3,250.

Maximum annual dental coverage shall be \$1,500.

Effective January 1, 2024, \$1,750.

- B. The City shall provide a vision care program for the employee and his/her family. Coverage shall be 1/3 co-pay with a maximum benefit of \$500 for the member and/or his/her family, which can include laser eye surgery for the member and/or their family. Effective January 1, 2024, \$750

- C. The City shall provide a \$25,000.00 life insurance policy on the life of each member. The employee shall designate the beneficiary thereof. Upon separation of service of the member, and at his/her option and cost, the employee may convert said life insurance policy on an individual basis.
- D. If a member dies while in the employ of the City, the City shall continue to provide in full force and effect all insurance benefits as specified in paragraphs A and B above for the member's spouse and children until each child reaches his/her 21st birthday. In the event that there are no children, or the children have already reached their 21st birthday, the surviving spouse benefits will continue for three (3) years, or until the spouse is eligible for Medicare, whichever comes first.
- E. All CWA employees shall be covered by appropriate liability insurance purchased by the City of Ocean City. The City agrees to provide legal representation for all CWA employees if litigation should develop as a result of actions performed in the course of duty as a City employee. Additionally, the City will indemnify and save harmless the CWA employees from any liability for personal injury or property damage which may result from legal actions undertaken by the CWA employee during the normal course of employment.
- F. Retirement Health Benefits
1. A member who retires on/after January 1, 1990, with 25 or more years of permanent full-time service with the City shall be entitled to receive health benefit coverage (medical/major medical) for the retiree and his/her family. Retired employees who are making Chapter 78 contributions shall contribute 10% of the cost of the health insurance.

2. A member who retires on or after January 1, 1996, with 25 or more years of permanent full-time service with the City shall receive prescription benefits with a 1/3 co-pay for the retiree and his/her family.
3. Such coverage for the employee or for the spouse shall not extend beyond the date when each individually reaches the age of 65 or becomes eligible for Medicare/Medicaid, or until the death of said retiree.
 - a. When a member, who retires after January 1, 1992, and his/her spouse becomes eligible for Medicare/Medicaid, Medicare/Medicaid will become the primary provider and the City's health plan shall remain in effect as secondary provider.
 - b. When a member, who retires after January 1, 1996, dies prior to reaching the age of 65, the City shall continue the health benefit coverage entitlement for the member's spouse until his/her death or remarriage and for the retired member's children until each reaches his/her 21st birthday.
4. Such coverage shall be limited to retirees who are not covered by an equal or better health insurance plan through a future employer. Employees shall certify each year to the City of Ocean City that they are not receiving benefits from any other employer or through their spouse.
5. If a retiree's future employment terminates and thereby discontinues his/her health insurance, she/he must notify the City, Division of Personnel, prior to October 1st so that they might be budgeted and included in the next open enrollment period. In the event the plan does not permit reentry, the retiree shall not be covered.

6. It is understood and agreed that health care coverage for retirees is not retroactive and will only apply to individuals who retire after January 1, 1990, who conform to any restrictions noted above.
 7. An employee, upon retirement and at his/her own expense, shall be permitted to continue the comprehensive health benefit program (medical/major medical) for the retiree and his/her family.
- G. At least 60 days prior to the City's changing the existing insurance carrier of any benefit, they shall notify the Union, in writing, and provide the Union with a full description of the proposed insurance plan in which the benefits shall be equal or better than those presently in effect.
1. Effective April 1, 2009, the existing health insurance coverage and prescription coverage shall be converted to the State Health Benefits Program in accordance with the terms, conditions and policies of insurance offered under those plans. The base plan shall be Direct 10, other options are at employee election.
 2. Beginning January 1, 2016, the base health plan referred to herein shall correspond with NJ Direct 15. The effect of this change is as follows:
 - Doctor visit co-pays increase from \$10.00 to \$15.00.
 - Out-of-network coinsurance decreases from 80% to 70%. Out-of-pocket maximums remain the same.
 - Emergency Room visits increase from \$25.00 to \$100.00.

H. CWA Sponsored Disability Plan

1. The City agrees to make payroll deductions for eligible participants in the CWA sponsored disability plan. The administration of the CWA sponsored disability plan shall rest solely with the CWA. The Director of Financial Management shall promulgate rules and regulations for the implementation and documentation of said deduction. The CWA shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action by the City in reliance of the deduction documentation and said plan. The CWA shall provide a formal copy of the executed CWA sponsored disability plan to the City prior to implementation of the plan.
 2. All CWA employees participating in the CWA sponsored disability plan shall be enrolled in direct deposit and continue direct deposit while enrolled in the CWA sponsored disability plan. Direct Deposit participation shall not be limited to those employees who are enrolled in the CWA sponsored disability plan. The CWA shall encourage its members to enroll in the City's Direct Deposit Program.
- I. Whenever an employee is out of work due to a suspension for more than 60 days, health benefits will be suspended (with the exception of employees undergoing rehabilitation for substance abuse, or entering rehabilitation for substance abuse as part of discipline) on the 61st day, after which COBRA will be offered in compliance with that regulation.
- J. Full-time employees who are covered by the City health insurance, may take advantage of the City's Opt Out Program, by complying with that program's provisions, as long as that

program is in existence.

ARTICLE XVI

DUES DEDUCTION

- A. The City agrees to deduct from the salaries of its employees subject to this Agreement period ending date of each bi-weekly payroll period dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 52:14-15.9(e)), as amended. Said monies together with records of any corrections shall be transmitted to the Union Treasurer within 15 working days from the payroll.
- B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice 30 days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for such employee.
- C. The Union will provide the necessary "check-off" authorization form and the Union will secure the signatures of its members on the form and deliver the signed forms to the City Treasurer. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the Union to the City or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary of the Union advising of such changed deduction.
- D. The Union agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers, agents or members against any employee who

refuses or fails to execute an authorization card.

- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the City Treasurer. The filing of notice of withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding the date on which notice of withdrawal is filed, in accordance with N.J.S.A. 52:14-15.9(e) as amended.
- F. 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.
- G. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Article.

ARTICLE XVII

UNIFORM ALLOWANCE

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

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

1. An employee must remain in the employ of the City for three months to retain the initial issue. Thereafter, an employee need only return the patches to the City upon resignation.
 2. The City shall provide an annual uniform allowance to all blue collar members that are required to wear uniforms for the maintenance and replacement of clothing used for work, allowance will be \$900 to be paid by October 15th.
 3. Eligible employees hired between January 1st and June 30th shall receive \$100 for uniform maintenance in October, if still employed.
 4. Amounts shall be reported to the Internal Revenue Service based upon applicable law.
- B. All uniforms and work clothes damaged in the line of duty shall be replaced by the City no later than 30 days after approval of the Department Head.
- C. All personal items that are damaged, lost or destroyed in the line of duty, which are not covered by insurance, shall be replaced by the City within 30 days after approval of the appropriate Department Head. The City's liability shall not be more than \$300 per incident. The City's liability for non-prescription sunglasses shall be no more than \$100.
- D. In the event that the City originates any change in the present uniform or any part thereof, or a new uniform is required as a result of promotion, the resultant uniform cost shall be borne by the City and shall not be considered as part of that year's annual uniform allowance.

ARTICLE XVIII

TIME OFF

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

1. Death in the immediate family, four (4) working days. Up to one (1) working day will be authorized, if requested for attending services for the death of an aunt, uncle, niece or nephew. Proper notification shall be given to the appropriate division head as soon as possible.
2. Serious illness (including childbirth) in the immediate family of the employee shall not exceed three (3) working days per year. Serious illness shall be any instance in which such member of the immediate family is either hospitalized or incapacitated while at home with medical certification either verbal or written.
3. Immediate family shall consist of wife, husband, child, mother, father, brother, sister, stepmother, stepfather, stepchild, guardian, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law, brother-in-law and spouse's grandparents.
4. Personal Time
An employee may receive one (1) personal day per calendar year to attend to his/her personal business.
 - a. Personal time may be used for emergencies, religious holidays or personal matters.

- b. A personal day may be taken any time providing there is no scheduling conflict. A scheduling conflict shall mean any time the City would have to compensate someone at premium time to give the employee the day off. Any conflict may be resolved on the basis of seniority within the work unit.
 - c. Personal time will be granted upon the approval of the immediate Supervisor.
- 5. Jury Duty will be considered a leave with pay for the time required to attend jury duty that is scheduled either during work hours or during a work shift that would negatively impact on the employee's scheduled work shift.
 - a. Employees, who are required to attend jury duty during the work shift and immediately preceding or following their scheduled shift and wholly within the same day, shall be excused from the scheduled work shift.
 - b. Employees shall be granted up to their normal number of work hours in one work day to attend jury duty. Employees, who do not work on a fixed workweek schedule, may be granted up to eight (8) hours' leave in any one work day.
 - c. Employees shall submit written verification of attendance signed by a representative of the court.
- 6. Any time off under this article shall not be deducted from any other time or benefits owed to the employee, and items 1, 2 and 4 are not to be accumulative.

ARTICLE XIX

GRIEVANCE PROCEDURE

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

2. Step Two – If the grievant is not satisfied with the Step One response (or if no Step One response is received by 15 calendar days after the grievance was submitted at Step One), the grievant may send the Step Two grievance to the Business Administrator for resolution. The Business Administrator (or designee) has 15 calendar days to meet with the grievant and to render a written decision.
3. Step Three - Binding Arbitration
 - a. In the event the grievance has not been satisfactorily resolved at Step Two, the Union and only the Union may submit the matter to arbitration on the following conditions:
 1. The request for arbitration shall be filed only by the International Representative of the Union.
 2. The request for arbitration must be filed in writing with the Public Employment Relations Commission (PERC) no later than 30 working days after receipt of the response or expiration of the time to respond at Step Two.
 - b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the Department of Personnel. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final.
 - c. All non-disciplinary grievances, the cost for the service of the arbitrator shall be borne equally by the City and the Union. Any other expenses, including but not

limited to the presentation of witnesses and the preparation of transcripts, shall be paid by the party incurring same.

- d. For disciplinary grievances, the cost of the first two arbitration hearings, per year, shall be borne equally by the City and the Union. Thereafter, any additional arbitration costs beyond the first two per year shall be paid by the losing party.
- e. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, subtract from, alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

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

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

ARTICLE XX

DISCIPLINE AND EVALUATION PROCEDURES

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

be indicated by the employee's signature on the document in the file folder of the employee.

In the event an employee refuses to affix his/her signature to the document, the City shall have the right to note such refusal and place the document in the file and the Union shall be notified in writing.

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

report shall be given immediately to the employee, one copy for the employee and one copy for the Union, at the employee's discretion.

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

ARTICLE XXI

COMMENDATION

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

ARTICLE XXII

WAGES

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

- B. Salary Committee

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

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

that determination is made, if the title does belong in the CWA, the City will negotiate the grade level of the new position title with the CWA.

3. The City of Ocean City acknowledges its obligation under New Jersey statutes and case law interpreting these statutes that it has an on-going obligation to provide CWA Local 1078 with information it needs to enable the Union to meet its statutory duties and responsibilities as bargaining representative. The City agrees to respond to information requests from the Union, which shall be in writing, within two (2) weeks of the request unless such time is extended by mutual agreement. Should the City reasonably believe that the Union is not entitled to the requested information, it shall provide a written statement specifying with particularity the reason or reasons the Union is not entitled to the information. This statement shall be sent to the President of CWA Local 1078 and to the CWA Staff Representative by delivery-confirmable means within two (2) weeks of the initial request. If the parties cannot agree on the information to be provided, either party may request the assistance of PERC to resolve the matter.
4. The City shall not unilaterally remove a Local 1078 member from the negotiating unit, nor shall the City cease deducting dues and remitting same as called for in the Collective Bargaining Agreement.

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

<u>Level</u>	<u>Title</u>
2	Account Clerk
10	Accountant
12	Administrative Clerk
14	Administrative Clerk effective January 1, 2024
9	Administrative Secretary
6	Airport Attendant
11	Animal Control Officer
9	Assistant Assessor
17	Assistant Municipal Tax Collector
17	Assistant Purchasing Agent
8	Assistant Recreation Supervisor
18	Assistant Supervising Mechanic
12	Assistant Supervisor Building Service
8	Assistant Supervisor of Accounts
12	Assistant Supervisor of Building Services
15	Assistant Supervisor Public Works
15	Assistant Supervisor Recreation Maintenance
3	Assistant Violations Clerk
3	Assistant Violations Clerk, Typing
12	Audio Video Specialist
16	Audio Video Supervisor
16	Assistant Zoning Officer
12	Building Inspector
4	Building Maintenance Worker
20	Building Subcode Official
19	Building Superintendent
13	Buyer
2	Clerk 1
4	Clerk 2
5	Clerk 2 effective January 1, 2024
9	Clerk 3
10	Clerk 3 effective January 1, 2024
12	Clerk 4 effective January 1, 2024

16	Code Enforcement Officer
10	Computer Service Technician
16	Deputy Municipal Court Administrator
12	Drafting Technician
20	Electrical Subcode Official
12	Electrician
6	Electricians Helper
17	Electronic Systems Technician 1
18	Electronic Systems Technician 2
10	Engineering Aide
12	Equipment Operator
19	General Supervisor, Laboring
19	General Supervisor, Public Works
19	General Supervisor, Recreation Maintenance
19	General Supervisor, Streets
19	General Supervisor, Trades
12	Greenskeeper
15	Heating and Air Conditioning Mechanic
13	Heavy Equipment Operator
12	Housing Inspector
7	Identification Officer
2	Keyboarding Clerk 1
4	Keyboarding Clerk 2
9	Keyboarding Clerk 3
1	Laborer 1
18	Laborer 3
16	License Inspector
6	Maintenance Repairer
10	Maintenance Repairer, Electrical (HVAC)
18	Maintenance Supervisor, Grounds
4	Maintenance Worker 1 Grounds
12	Maintenance Worker 2 Grounds
8	Management Assistant effective January 1, 2024
8	Mason
4	Mason's Helper
12	Mechanic

6	Mechanic's Helper
12	Mechanical Repairer Light Equipment
12	Meter Worker 2
18	Office Supervisor
17	Payroll Supervisor
6	Plumbers Helper
20	Plumbing Subcode Official
9	Principal Account Clerk
9	Principal Account Clerk Typing
18	Principal Accountant
17	Principal Purchasing Assistant
16	Program Development Specialist, Cultural and Heritage Affairs
2	Public Information Assistant
11	Public Participation Specialist
8	Public Safety Telecommunicator
9	Public Safety Telecommunicator effective January 1, 2024
1	Public Safety Telecommunicator Trainee
6	Public Works Repairer
8	Purchasing Assistant
4	Recreation Program Coordinator
10	Recreation Supervisor
18	Recreation Supervisor effective January 1, 2024
10	Recreation Supervisor Swimming
12	Secretarial Assistant
4	Senior Account Clerk
4	Senior Account Clerk Typing
13	Senior Accountant
12	Senior Building Maintenance Worker
16	Senior Communications Technician
16	Senior Computer Service Technician
15	Senior Electrician
16	Senior Engineering Aide
20	Senior General Supervisor effective January 1, 2024
15	Senior Greenskeeper
12	Senior Maintenance Repairer
12	Senior Maintenance Repairer Carpenter

12	Senior Maintenance Repairer Electrician
12	Senior Maintenance Repairer Plumber
12	Senior Mason
15	Senior Mechanic
15	Senior Mechanical Repairer (Light Equipment)
4	Senior Public Information Assistant
12	Senior Public Safety Telecommunicator
13	Senior Public Safety Telecommunicator effective January 1, 2024
12	Senior Public Works Repairer
20	Senior Technician MIS
12	Senior Traffic Maintenance Worker
18	Sewers/Supervisor Streets
12	Stock Clerk
10	Supervising Cashier
18	Supervising Electrician
18	Supervising Equipment Operator
18	Supervising Greenskeeper
18	Supervising Heating and Air Conditioning Mechanic
18	Supervising Heavy Equipment Operator
18	Supervising Maintenance Repairer
18	Supervising Maintenance Repairer Carpentry
19	Supervising Mechanic
18	Supervising Mechanical Repairer Light Equipment
18	Supervising Plumber
15	Supervising Public Safety Telecommunicator
16	Supervising Public Safety Telecommunicator effective January 1, 2024
18	Supervisor Building Service
9	Supervisor of Accounts
18	Supervisor Public Works
18	Supervisor Recreation Maintenance
18	Supervisor Sanitation
18	Supervisor Traffic Maintenance
9	Technical Assistant 3
9	Technical Assistant, Construction Official
12	Technical Assistant, Construction Official effective January 1, 2024
16	Technical Assistant, Land Use

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

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

	1	2	3	4	5	6	7	8	9
<u>Effective 1/1/2023</u>									
Level A	\$ 12.21	\$ 12.72	\$ 13.24	\$ 13.75	\$ 14.27	\$ 14.78	\$ 15.30	\$ 15.81	\$ 16.33
Level B	\$ 15.09	\$ 15.60	\$ 16.12	\$ 16.63	\$ 17.15	\$ 17.66	\$ 18.18	\$ 18.69	\$ 19.21
Level C	\$ 16.48	to	\$ 32.96						
Level D	\$ 20.86	to	\$ 35.28						
Level E	\$ 32.70	to	\$ 46.61						
<u>Effective 1/1/2024</u>									
Level A	\$ 12.57	\$ 13.10	\$ 13.63	\$ 14.16	\$ 14.69	\$ 15.22	\$ 15.75	\$ 16.28	\$ 16.82
Level B	\$ 15.54	\$ 16.07	\$ 16.60	\$ 17.13	\$ 17.66	\$ 18.19	\$ 18.72	\$ 19.26	\$ 19.79
Level C	\$ 16.97	to	\$ 33.95						
Level D	\$ 21.48	to	\$ 36.34						
Level E	\$ 33.68	to	\$ 48.01						
<u>Effective 1/1/2025</u>									
Level A	\$ 12.95	\$ 13.50	\$ 14.04	\$ 14.59	\$ 15.13	\$ 15.68	\$ 16.23	\$ 16.77	\$ 17.32
Level B	\$ 16.01	\$ 16.55	\$ 17.10	\$ 17.65	\$ 18.19	\$ 18.74	\$ 19.29	\$ 19.83	\$ 20.38
Level C	\$ 17.48	to	\$ 34.97						
Level D	\$ 22.13	to	\$ 37.43						
Level E	\$ 34.69	to	\$ 49.45						
<u>Effective 1/1/2026</u>									
Level A	\$ 13.34	\$ 13.90	\$ 14.46	\$ 15.03	\$ 15.59	\$ 16.15	\$ 16.71	\$ 17.28	\$ 17.84
Level B	\$ 16.49	\$ 17.05	\$ 17.61	\$ 18.18	\$ 18.74	\$ 19.30	\$ 19.87	\$ 20.43	\$ 20.99
Level C	\$ 18.01	to	\$ 36.02						
Level D	\$ 22.79	to	\$ 38.55						
Level E	\$ 35.73	to	\$ 50.93						
<u>Effective 1/1/2027</u>									
Level A	\$ 13.74	\$ 14.32	\$ 14.90	\$ 15.48	\$ 16.06	\$ 16.64	\$ 17.22	\$ 17.79	\$ 18.37
Level B	\$ 16.98	\$ 17.56	\$ 18.14	\$ 18.72	\$ 19.30	\$ 19.88	\$ 20.46	\$ 21.04	\$ 21.62
Level C	\$ 18.55	to	\$ 37.10						
Level D	\$ 23.48	to	\$ 39.71						
Level E	\$ 36.81	to	\$ 52.46						
<u>Effective 1/1/2028</u>									
Level A	\$ 14.15	\$ 14.75	\$ 15.34	\$ 15.94	\$ 16.54	\$ 17.13	\$ 17.73	\$ 18.33	\$ 18.93
Level B	\$ 17.49	\$ 18.09	\$ 18.69	\$ 19.28	\$ 19.88	\$ 20.48	\$ 21.08	\$ 21.67	\$ 22.27
Level C	\$ 19.10	to	\$ 38.21						
Level D	\$ 24.18	to	\$ 40.90						
Level E	\$ 37.91	to	\$ 54.03						

Level A Titles

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

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

Level B Titles

Assessing Aide
Assistant Violations Clerk
Clerk 1 (Postal only)
Identification Officer
Lifeguard (Pool)
Maintenance Repairer
PS Telecommunicator Trainee
Recreation Leader
Senior Account Clerk
Senior Building Maintenance Worker
Senior Cashier
Senior Clerk
Keyboarding Clerk 2
Senior Golf Ranger
Senior Telephone Operator
Truck Driver
Water Safety Instructor
School Traffic Guard (hired after January 1, 2009)

Level C Titles

Accountant
Airport Attendant
Animal Control Officer
Assistant Cook
Assistant Supervisor Building Services
Assistant Zoning Officer
Audio Video Specialist
Building Inspector
Code Enforcement Officer
Communication Technician
Equipment Operator
Fire Official
Fire Protection Subcode Official
Housing Inspector
Lifeguard/Maintenance Repairer (Pool)
Mechanic
PS Telecommunicator
Principal Account Clerk
Principal Cashier
PW Inspector
Recreation Director (Sports)
Recreation Supervisor
Senior Assessing Aide
Senior Food Service Worker
Senior Identification Officer
Senior Maintenance Repairer
Technical Assistant 3
Technical Assistant MIS
Truck Driver Heavy

Level D Titles

Cook
Lifeguard (Head Guard)
Recreation Director (Child Care)
Recreation Leader (Aerobics Instructor)
Recreation Leader (Yoga)
Recreation Leader (Aqua)
Geographic Information Systems Specialist 3

Level E Title

Plumbing Subcode Official
Senior Cook

E. Out Of Title Wages

Work assignments that are inconsistent with an employee's normal duties are discouraged by the City and the Union. The City and the Union agree to jointly pursue a timely resolution of any existing situation of employee work assignments that are inconsistent with their job title. In the event management designates an employee to work Out Of Title, that employee shall be paid at the rate of \$25.00 per day starting on the 2nd consecutive day. The Out Of Title Wages will apply to any CWA employee who is required to perform work outside of his/her job title at a higher level position. Designation of an employee to work Out Of Title shall be in writing, prior to the commencement of the work, except in the case of an emergency. An Out Of Title designation shall be issued from the Department Head or designee.

F. Wage Increments

1. All employees shall be eligible for step increases annually, provided they have received not less than a satisfactory rating the previous year.
2. All employees hired prior to July 1st in any given year shall be eligible to receive

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

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

G. Promotions

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

H. Dual Pay Rates

Dual pay rates refer to employees working in two different jobs in the same Department or different divisions within the same Department that have different rates of non-overtime wages.

Base rate of pay - Employee will be paid at the rate for the job title as it is entered in payroll during the hours worked in that title and capacity.

Overtime - Recognizing that on the occasion(s) when a non-exempt hourly employee has been authorized to earn overtime pay when necessitated by unanticipated or abnormal workload situations, overtime rates solely for this dual position/dual pay occurrence will apply. Overtime shall be defined as all hours actually worked in excess of a regularly scheduled forty (40) hours per week or eighty (80) hours per pay period. "Hours worked" for purposes of computing overtime shall be consistent with requirements established by the Fair Labor Standards Act and other applicable law. When an employee works at two or more different types of positions for which different straight time rates have been established, the regular overtime rate shall be the weighted average of such rates.

I. Wage Increases

1. Full-Time Employees:

Effective January 1, 2023, a 3.00% increase plus increments and longevity.
Effective January 1, 2024, a 3.00% increase plus increments and longevity.
Effective January 1, 2025, a 3.00% increase plus increments and longevity.
Effective January 1, 2026, a 3.00% increase plus increments and longevity.
Effective January 1, 2027, a 3.00% increase plus increments and longevity.
Effective January 1, 2028, a 3.00% increase plus increments and longevity.

2. Part-Time Employees:

Effective January 1, 2023, a 3.00% increase plus increments.
Effective January 1, 2024, a 3.00% increase plus increments.
Effective January 1, 2025, a 3.00% increase plus increments.
Effective January 1, 2026, a 3.00% increase plus increments.
Effective January 1, 2027, a 3.00% increase plus increments.
Effective January 1, 2028, a 3.00% increase plus increments.

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

CWA 1078 WAGE SCALE										
		1	2	3	4	5	6	7	8	9
HIRED PRIOR TO 12/31/2008										
3.00%	Effective 1/1/2023									
	1	42,480	44,921	47,362	49,803	52,244	54,685	57,126	59,567	62,006
	2	43,007	45,208	47,410	50,391	52,718	55,042	57,367	59,693	62,018
	3	44,350	46,560	48,770	50,980	53,190	55,399	57,607	59,817	62,027
	4	45,781	48,823	51,866	54,909	57,949	60,992	64,035	67,077	70,120
	5	47,341	50,025	52,706	55,388	58,070	62,592	65,797	69,004	72,211
	6	47,341	50,712	54,082	57,451	60,822	64,191	67,560	70,932	74,301
	7	49,977	52,745	55,510	58,278	61,045	64,969	68,088	71,208	74,327
	8	51,396	54,265	57,136	60,004	62,875	65,744	68,615	71,484	74,354
	9	51,604	54,647	57,562	60,646	63,729	66,814	69,896	72,979	74,509
	10	51,812	55,023	58,234	61,445	64,655	67,866	71,077	74,287	77,500
	11	52,021	55,411	58,801	62,191	65,582	68,972	72,362	75,752	78,722
	12	52,225	55,795	59,365	62,936	66,506	70,076	73,648	77,217	80,787
	13	54,131	56,677	60,127	63,398	66,670	71,715	75,380	79,043	82,709
	14	54,941	57,913	60,887	63,859	66,833	73,353	77,112	80,869	84,630
	15	55,724	59,577	63,431	67,283	71,138	74,990	78,845	82,697	86,551
	16	58,515	62,785	67,056	71,329	75,600	79,250	82,325	85,400	88,475
	17	63,874	66,949	70,024	71,329	75,600	79,870	84,143	88,095	90,681
	18	64,806	69,213	73,621	78,027	82,435	86,842	87,696	88,414	92,686
	19	69,990	72,578	75,164	82,369	86,454	90,538	94,623	95,656	100,063
	20	75,418	79,181	82,943	86,708	90,471	94,233	97,998	101,761	105,523
3.00%	Effective 1/1/2024									
	1	43,755	46,269	48,783	51,297	53,811	56,326	58,840	61,354	63,866
	2	44,298	46,564	48,832	51,903	54,299	56,694	59,088	61,484	63,878
	3	45,681	47,957	50,233	52,509	54,785	57,061	59,336	61,612	63,888
	4	47,154	50,288	53,422	56,556	59,688	62,822	65,956	69,089	72,223
	5	48,761	51,525	54,288	57,050	59,812	64,470	67,771	71,074	74,378
	6	48,761	52,234	55,704	59,174	62,647	66,117	69,587	73,059	76,530
	7	51,476	54,327	57,176	60,026	62,877	66,918	70,130	73,345	76,557
	8	52,938	55,893	58,850	61,805	64,761	67,716	70,673	73,628	76,585
	9	53,152	56,286	59,288	62,466	65,641	68,818	71,993	75,168	76,744
	10	53,367	56,674	59,981	63,288	66,595	69,902	73,209	76,516	79,825
	11	53,581	57,073	60,565	64,057	67,549	71,041	74,533	78,025	81,084
	12	53,792	57,469	61,146	64,824	68,501	72,178	75,857	79,534	83,211
	13	55,755	58,378	61,930	65,300	68,670	73,866	77,641	81,415	85,190
	14	56,589	59,650	62,713	65,775	68,838	75,554	79,426	83,295	87,169
	15	57,396	61,364	65,334	69,302	73,272	77,240	81,210	85,178	89,148
	16	60,270	64,669	69,068	73,469	77,868	81,627	84,794	87,962	91,129
	17	65,790	68,958	72,125	73,469	77,868	82,266	86,667	90,738	93,401
	18	66,750	71,289	75,829	80,368	84,908	89,447	90,326	91,066	95,467
	19	72,090	74,755	77,419	84,840	89,048	93,254	97,462	98,526	103,065
	20	77,681	81,556	85,432	89,309	93,185	97,060	100,938	104,814	108,689

CWA 1078 WAGE SCALE										
		1	2	3	4	5	6	7	8	9
3.00%	Effective 1/1/2025									
	1	45,067	47,657	50,247	52,836	55,426	58,015	60,605	63,195	65,782
	2	45,627	47,961	50,297	53,460	55,928	58,394	60,860	63,328	65,794
	3	47,051	49,395	51,740	54,084	56,429	58,773	61,116	63,460	65,805
	4	48,569	51,797	55,025	58,252	61,478	64,706	67,934	71,162	74,390
	5	50,224	53,071	55,916	58,761	61,606	66,404	69,805	73,207	76,609
	6	50,224	53,801	57,375	60,950	64,526	68,100	71,675	75,251	78,826
	7	53,021	55,957	58,891	61,827	64,763	68,925	72,234	75,545	78,854
	8	54,526	57,570	60,615	63,659	66,704	69,748	72,793	75,837	78,882
	9	54,747	57,975	61,067	64,340	67,610	70,883	74,153	77,423	79,047
	10	54,968	58,374	61,780	65,187	68,593	71,999	75,405	78,811	82,220
	11	55,189	58,785	62,382	65,979	69,576	73,172	76,769	80,366	83,517
	12	55,406	59,193	62,980	66,769	70,556	74,343	78,133	81,920	85,707
	13	57,428	60,129	63,788	67,259	70,731	76,082	79,971	83,857	87,745
	14	58,287	61,440	64,595	67,748	70,903	77,821	81,808	85,794	89,784
	15	59,118	63,205	67,294	71,381	75,470	79,557	83,646	87,733	91,822
	16	62,078	66,609	71,140	75,673	80,204	84,076	87,338	90,601	93,863
	17	67,764	71,026	74,289	75,673	80,204	84,734	89,267	93,460	96,203
	18	68,753	73,428	78,104	82,779	87,456	92,130	93,036	93,798	98,331
	19	74,252	76,998	79,742	87,385	91,719	96,051	100,386	101,482	106,157
	20	80,011	84,003	87,995	91,989	95,980	99,972	103,966	107,958	111,950
3.00%	Effective 1/1/2026									
	1	46,419	49,087	51,754	54,421	57,089	59,756	62,423	65,091	67,756
	2	46,995	49,400	51,806	55,064	57,606	60,146	62,686	65,228	67,768
	3	48,463	50,877	53,292	55,707	58,122	60,536	62,949	65,364	67,779
	4	50,026	53,351	56,675	60,000	63,323	66,647	69,972	73,297	76,622
	5	51,731	54,663	57,594	60,524	63,454	68,396	71,899	75,403	78,907
	6	51,731	55,415	59,096	62,778	66,462	70,143	73,825	77,509	81,190
	7	54,611	57,635	60,658	63,682	66,706	70,993	74,401	77,811	81,220
	8	56,162	59,297	62,434	65,568	68,705	71,840	74,977	78,112	81,249
	9	56,389	59,714	62,899	66,270	69,638	73,009	76,378	79,746	81,418
	10	56,617	60,125	63,634	67,142	70,651	74,159	77,667	81,176	84,686
	11	56,844	60,549	64,254	67,958	71,663	75,367	79,072	82,777	86,022
	12	57,068	60,968	64,869	68,772	72,673	76,574	80,477	84,377	88,278
	13	59,151	61,933	65,702	69,277	72,852	78,364	82,370	86,373	90,378
	14	60,036	63,283	66,533	69,780	73,030	80,155	84,263	88,368	92,477
	15	60,891	65,101	69,313	73,522	77,734	81,944	86,156	90,365	94,577
	16	63,941	68,607	73,274	77,943	82,610	86,598	89,958	93,319	96,679
	17	69,797	73,157	76,517	77,943	82,610	87,276	91,945	96,263	99,089
	18	70,815	75,630	80,447	85,262	90,079	94,894	95,827	96,612	101,281
	19	76,480	79,308	82,134	90,006	94,471	98,933	103,397	104,526	109,341
	20	82,411	86,523	90,635	94,748	98,860	102,971	107,085	111,197	115,308

CWA 1078 WAGE SCALE										
		1	2	3	4	5	6	7	8	9
3.00% Effective 1/1/2027										
	1	47,812	50,559	53,307	56,054	58,801	61,549	64,296	67,043	69,788
	2	48,405	50,882	53,360	56,716	59,334	61,951	64,567	67,185	69,801
	3	49,916	52,404	54,891	57,378	59,865	62,353	64,838	67,325	69,812
	4	51,527	54,951	58,376	61,800	65,222	68,647	72,071	75,496	78,920
	5	53,283	56,303	59,321	62,340	65,358	70,448	74,056	77,665	81,274
	6	53,283	57,077	60,869	64,661	68,456	72,248	76,040	79,834	83,626
	7	56,249	59,364	62,477	65,592	68,707	73,123	76,633	80,146	83,656
	8	57,847	61,076	64,307	67,536	70,767	73,995	77,226	80,455	83,686
	9	58,081	61,506	64,786	68,258	71,727	75,199	78,669	82,139	83,860
	10	58,315	61,929	65,543	69,156	72,770	76,384	79,997	83,611	87,227
	11	58,550	62,365	66,181	69,997	73,813	77,628	81,444	85,260	88,603
	12	58,780	62,798	66,815	70,835	74,853	78,871	82,891	86,909	90,927
	13	60,925	63,791	67,673	71,356	75,038	80,715	84,841	88,964	93,089
	14	61,837	65,182	68,529	71,874	75,221	82,560	86,791	91,019	95,252
	15	62,718	67,054	71,392	75,728	80,066	84,402	88,740	93,076	97,414
	16	65,859	70,666	75,472	80,281	85,088	89,196	92,657	96,118	99,579
	17	71,891	75,352	78,813	80,281	85,088	89,895	94,704	99,151	102,062
	18	72,940	77,899	82,861	87,820	92,782	97,741	98,702	99,510	104,319
	19	78,774	81,687	84,598	92,707	97,305	101,901	106,499	107,662	112,622
	20	84,884	89,119	93,354	97,591	101,826	106,061	110,298	114,533	118,768
3.00% Effective 1/1/2028										
	1	49,246	52,076	54,906	57,735	60,565	63,395	66,225	69,055	71,882
	2	49,857	52,408	54,961	58,417	61,114	63,809	66,504	69,201	71,895
	3	51,414	53,976	56,538	59,099	61,661	64,223	66,783	69,345	71,906
	4	53,072	56,600	60,127	63,654	67,179	70,706	74,234	77,761	81,288
	5	54,881	57,992	61,101	64,210	67,319	72,562	76,277	79,995	83,713
	6	54,881	58,789	62,695	66,601	70,509	74,415	78,321	82,229	86,135
	7	57,937	61,145	64,352	67,560	70,768	75,316	78,932	82,550	86,166
	8	59,582	62,908	66,236	69,562	72,890	76,215	79,543	82,869	86,197
	9	59,823	63,351	66,730	70,306	73,879	77,455	81,029	84,603	86,376
	10	60,065	63,787	67,509	71,231	74,953	78,675	82,397	86,119	89,844
	11	60,306	64,236	68,167	72,097	76,027	79,957	83,888	87,818	91,261
	12	60,543	64,681	68,820	72,960	77,099	81,237	85,378	89,516	93,654
	13	62,753	65,704	69,703	73,496	77,289	83,137	87,386	91,633	95,882
	14	63,692	67,137	70,585	74,030	77,477	85,037	89,394	93,750	98,109
	15	64,600	69,066	73,534	78,000	82,468	86,934	91,403	95,869	100,337
	16	67,834	72,785	77,736	82,690	87,641	91,872	95,437	99,002	102,567
	17	74,048	77,612	81,177	82,690	87,641	92,592	97,545	102,126	105,124
	18	75,128	80,236	85,347	90,455	95,565	100,673	101,663	102,496	107,449
	19	81,137	84,138	87,136	95,488	100,224	104,958	109,694	110,892	116,000
	20	87,430	91,792	96,154	100,518	104,880	109,242	113,607	117,969	122,331

CWA 1078 WAGE SCALE										
		1	2	3	4	5	6	7	8	9
HIRED ON OR AFTER 1/1/2009										
3.00%	Effective 1/1/2023									
	1	40,356	42,675	44,994	47,313	49,632	51,951	54,270	56,589	58,906
	2	40,857	42,947	45,039	47,872	50,082	52,290	54,498	56,708	58,917
	3	42,133	44,232	46,331	48,431	50,530	52,629	54,727	56,826	58,926
	4	43,492	46,382	49,273	52,163	55,052	57,942	60,833	63,723	66,614
	5	44,974	47,523	50,071	52,619	55,166	57,714	60,262	62,810	65,358
	6	44,974	48,177	51,377	54,578	57,781	60,982	64,182	67,385	70,586
	7	47,478	50,107	52,735	55,364	57,993	61,720	64,683	67,648	70,611
	8	48,826	51,552	54,279	57,004	59,731	62,457	65,184	67,909	70,637
	9	49,024	51,915	54,683	57,614	60,542	63,473	66,401	69,330	72,258
	10	49,222	52,272	55,322	58,372	61,423	64,473	67,523	70,573	73,625
	11	49,420	52,640	55,861	59,082	62,303	65,523	68,744	71,965	75,186
	12	49,614	53,005	56,396	59,789	63,181	66,572	69,965	73,356	76,748
	13	51,425	53,843	57,120	60,229	63,337	66,429	69,521	72,613	75,705
	14	52,194	55,017	57,843	60,666	63,491	66,316	69,141	71,966	74,791
	15	52,938	56,598	60,259	63,919	67,581	71,241	74,902	78,562	82,224
	16	55,589	59,646	63,703	67,762	71,820	75,877	79,936	83,993	88,051
	17	60,680	63,602	66,523	69,444	72,365	75,286	78,207	81,128	84,049
	18	61,566	65,752	69,940	74,126	78,314	82,500	86,686	90,873	95,059
	19	66,490	68,949	71,406	73,865	76,323	78,782	81,241	83,699	86,158
	20	71,647	75,222	78,796	82,373	85,947	89,522	93,098	96,673	100,247
3.00%	Effective 1/1/2024									
	1	41,567	43,955	46,344	48,732	51,121	53,509	55,898	58,286	60,673
	2	42,083	44,236	46,391	48,546	50,701	52,856	55,011	57,166	59,321
	3	43,397	45,559	47,721	49,884	52,046	54,208	56,369	58,531	60,694
	4	44,796	47,774	50,751	53,728	56,703	59,681	62,658	65,635	68,612
	5	46,323	48,949	51,573	54,197	56,821	59,445	62,069	64,693	67,317
	6	46,323	49,622	52,919	56,216	59,514	62,811	66,108	69,406	72,703
	7	48,902	51,611	54,317	57,025	59,733	62,441	65,149	67,857	70,565
	8	50,291	53,098	55,907	58,714	61,523	64,330	67,139	69,947	72,756
	9	50,495	53,472	56,324	59,342	62,359	65,377	68,394	71,410	74,427
	10	50,698	53,840	56,982	60,124	63,265	66,407	69,549	72,690	75,834
	11	50,902	54,220	57,537	60,854	64,172	67,489	70,806	74,124	77,441
	12	51,102	54,595	58,088	61,583	65,076	68,569	72,064	75,557	79,050
	13	52,967	55,459	58,834	62,035	65,237	68,439	71,641	74,843	78,045
	14	53,760	56,668	59,578	62,486	65,396	68,306	71,216	74,126	77,036
	15	54,526	58,296	62,067	65,837	69,608	73,378	77,149	80,919	84,691
	16	57,257	61,435	65,614	69,795	73,974	78,153	82,334	86,513	90,694
	17	62,501	65,510	68,519	71,528	74,537	77,546	80,555	83,564	86,573
	18	63,413	67,724	72,038	76,350	80,663	84,975	89,288	93,600	97,911
	19	68,485	71,018	73,548	76,078	78,608	81,138	83,668	86,198	88,728
	20	73,797	77,478	81,160	84,844	88,526	92,207	95,889	99,573	103,255

CWA 1078 WAGE SCALE										
		1	2	3	4	5	6	7	8	9
3.00%	Effective 1/1/2025									
	1	42,814	45,274	47,734	50,194	52,654	55,115	57,575	60,035	62,493
	2	43,345	45,563	47,782	50,787	53,132	55,475	57,817	60,162	62,505
	3	44,698	46,926	49,153	51,380	53,607	55,835	58,060	60,287	62,514
	4	46,140	49,207	52,273	55,340	58,404	61,471	64,538	67,604	70,671
	5	47,713	50,418	53,120	55,823	58,526	63,084	66,314	69,546	72,778
	6	47,713	51,111	54,506	57,902	61,300	64,695	68,091	71,489	74,884
	7	50,370	53,159	55,946	58,736	61,525	65,479	68,622	71,768	74,911
	8	51,800	54,691	57,584	60,476	63,369	66,260	69,154	72,045	74,938
	9	52,010	55,076	58,014	61,123	64,230	67,338	70,445	73,552	75,094
	10	52,219	55,455	58,691	61,927	65,163	68,399	71,635	74,871	78,109
	11	52,429	55,846	59,263	62,680	66,097	69,514	72,931	76,347	79,341
	12	52,635	56,233	59,831	63,431	67,028	70,626	74,226	77,824	81,422
	13	54,556	57,122	60,599	63,896	67,194	72,278	75,972	79,664	83,358
	14	55,373	58,368	61,365	64,360	67,358	73,930	77,718	81,504	85,295
	15	56,162	60,045	63,929	67,812	71,697	75,579	79,464	83,347	87,231
	16	58,974	63,279	67,583	71,889	76,193	79,872	82,971	86,071	89,170
	17	64,376	67,475	70,574	71,889	76,193	80,498	84,804	88,787	91,393
	18	65,315	69,756	74,199	78,640	83,083	87,524	88,384	89,108	93,414
	19	70,540	73,148	75,754	83,016	87,133	91,249	95,366	96,408	100,849
	20	76,011	79,803	83,595	87,389	91,181	94,974	98,768	102,560	106,352
3.00%	Effective 1/1/2026									
	1	44,098	46,632	49,166	51,700	54,234	56,768	59,302	61,836	64,368
	2	44,646	46,930	49,216	52,311	54,726	57,139	59,552	61,967	64,380
	3	46,039	48,333	50,628	52,922	55,216	57,510	59,802	62,096	64,390
	4	47,525	50,683	53,842	57,000	60,157	63,315	66,474	69,632	72,791
	5	49,144	51,930	54,714	57,498	60,282	64,977	68,304	71,633	74,962
	6	49,144	52,644	56,142	59,639	63,139	66,636	70,134	73,633	77,131
	7	51,881	54,754	57,625	60,498	63,371	67,443	70,681	73,921	77,159
	8	53,354	56,332	59,312	62,290	65,270	68,248	71,228	74,206	77,186
	9	53,570	56,728	59,754	62,956	66,156	69,359	72,559	75,759	77,347
	10	53,786	57,119	60,452	63,785	67,118	70,451	73,784	77,117	80,452
	11	54,002	57,522	61,041	64,560	68,080	71,599	75,118	78,638	81,721
	12	54,214	57,920	61,626	65,334	69,039	72,745	76,453	80,159	83,864
	13	56,193	58,836	62,417	65,813	69,210	74,446	78,251	82,054	85,859
	14	57,034	60,119	63,206	66,291	69,378	76,147	80,050	83,950	87,854
	15	57,847	61,846	65,847	69,846	73,847	77,847	81,848	85,847	89,848
	16	60,743	65,177	69,610	74,046	78,479	82,268	85,460	88,653	91,845
	17	66,307	69,499	72,692	74,046	78,479	82,913	87,348	91,450	94,135
	18	67,275	71,849	76,425	80,999	85,575	90,150	91,036	91,781	96,217
	19	72,656	75,342	78,027	85,506	89,747	93,986	98,227	99,300	103,874
	20	78,291	82,197	86,103	90,011	93,917	97,823	101,731	105,637	109,543

CWA 1078 WAGE SCALE									
	1	2	3	4	5	6	7	8	9
3.00% Effective 1/1/2027									
1	45,421	48,031	50,641	53,251	55,861	58,471	61,081	63,691	66,299
2	45,985	48,338	50,692	53,880	56,368	58,853	61,338	63,826	66,311
3	47,421	49,783	52,146	54,509	56,872	59,235	61,596	63,959	66,321
4	48,950	52,204	55,457	58,710	61,961	65,215	68,468	71,721	74,974
5	50,619	53,488	56,355	59,223	62,090	66,926	70,353	73,782	77,211
6	50,619	54,223	57,826	61,428	65,033	68,635	72,238	75,842	79,445
7	53,437	56,396	59,353	62,313	65,272	69,466	72,801	76,138	79,473
8	54,954	58,022	61,091	64,159	67,228	70,296	73,365	76,433	79,502
9	55,177	58,430	61,547	64,845	68,141	71,439	74,735	78,032	79,667
10	55,400	58,833	62,266	65,699	69,132	72,565	75,998	79,431	82,866
11	55,622	59,247	62,872	66,497	70,122	73,747	77,372	80,997	84,173
12	55,841	59,658	63,475	67,294	71,110	74,927	78,746	82,563	86,380
13	57,879	60,601	64,289	67,788	71,286	76,680	80,599	84,516	88,435
14	58,745	61,922	65,102	68,280	71,460	78,432	82,451	86,468	90,489
15	59,582	63,701	67,823	71,942	76,063	80,182	84,303	88,422	92,544
16	62,566	67,132	71,699	76,267	80,834	84,736	88,024	91,312	94,600
17	68,296	71,584	74,872	78,267	80,834	85,400	89,968	94,194	96,959
18	69,293	74,004	78,718	83,429	88,143	92,854	93,767	94,535	99,103
19	74,836	77,603	80,368	88,071	92,440	96,806	101,174	102,279	106,990
20	80,640	84,663	88,686	92,711	96,734	100,758	104,783	108,806	112,829
3.00% Effective 1/1/2028									
1	46,784	49,472	52,160	54,849	57,537	60,225	62,914	65,602	68,288
2	47,364	49,788	52,213	55,497	58,059	60,619	63,179	65,741	68,301
3	48,843	51,277	53,711	56,144	58,578	61,012	63,444	65,877	68,311
4	50,419	53,770	57,120	60,471	63,820	67,171	70,522	73,873	77,224
5	52,137	55,093	58,046	60,999	63,953	68,934	72,463	75,995	79,527
6	52,137	55,850	59,561	63,271	66,984	70,694	74,405	78,118	81,828
7	55,040	58,088	61,134	64,182	67,230	71,550	74,986	78,423	81,858
8	56,603	59,762	62,924	66,083	69,245	72,405	75,566	78,726	81,887
9	56,832	60,183	63,393	66,790	70,185	73,582	76,978	80,373	82,057
10	57,062	60,598	64,134	67,670	71,206	74,741	78,277	81,813	85,352
11	57,291	61,025	64,758	68,492	72,226	75,959	79,693	83,427	86,698
12	57,516	61,447	65,379	69,312	73,244	77,175	81,109	85,040	88,972
13	59,615	62,419	66,218	69,821	73,425	78,980	83,017	87,051	91,088
14	60,507	63,780	67,055	70,328	73,604	80,785	84,925	89,062	93,204
15	61,370	65,612	69,857	74,100	78,345	82,588	86,832	91,075	95,320
16	64,443	69,146	73,850	78,555	83,259	87,278	90,665	94,052	97,438
17	70,345	73,732	77,118	78,555	83,259	87,962	92,668	97,020	99,868
18	71,372	76,224	81,079	85,932	90,787	95,640	96,580	97,371	102,076
19	77,081	79,931	82,779	90,713	95,213	99,710	104,209	105,347	110,200
20	83,059	87,203	91,347	95,493	99,636	103,780	107,926	112,070	116,214

ARTICLE XXIII

PART-TIME EMPLOYEES

- A. The city shall provide an initial uniform to be worn by Permanent/Provisional Blue-Collar part-time employees, Each Year after a permanent/provisional part-time employee works 500 hours, that employee shall be entitled to a \$300 uniform allowance for the maintenance and replacement of their work uniform, paid by October 15th. Clothing must be in an acceptable condition for wear on duty. Administration of this allowance shall be the same as the full-time employee allowance.
- B. Permanent/provisional part-time employees shall receive vacation on a prorated basis. For part-time employees, any vacation time remaining at the end of a calendar year shall be paid to the employee by February 28th following the year in which the vacation was earned.
- C. Permanent/provisional part-time employees are entitled to sick time on a pro-rated basis.
- D. Permanent/provisional part-time employees shall be entitled to time-and-one-half (1.5) for the hours worked on the following holidays:

New Year's Day

Memorial Day (observed on a Monday)

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

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

<u>Hours Worked</u>	<u>Total Payment In Lieu of Non-Worked Holidays</u>
800 to 1,000	\$80.00
1,001 to 1,300	\$130.00
1,301 to 1,456	\$180.00

- E. Permanent/provisional part-time employees are entitled to prorated bereavement time for pre-scheduled work immediately following a death in the immediate family.
- F. All permanent part-time and provisional part-time employees, who work in excess of the following hours in a calendar year (actual hours worked, exclusive of calculated time off), shall receive a stipend payable in February of the following year, as follows:

<u>Hours Worked</u>	<u>Stipend</u>
800 to 1,000	\$700.00
1,001 to 1,300	\$1,200.00
1,301 to 1,456	\$1,700.00

- G. CWA part-time permanent/provisional temporary employees – See Article XXII for rates of pay and classification titles.
- H. All part-time permanent/provisional employees in Levels A and B must work a minimum of 400 hours in the previous calendar year in order to be eligible for a step increase, except for Level D and E employees, as specified in Article XXII-F-3. Level C employees who work a minimum of 400 hours in the previous calendar year are eligible for an additional \$.25/hour.
- I. Part-time permanent/provisional employees may work a total of 1,456 hours during a calendar year, exclusive of prorated time off.

- J. A part-time employee, who is scheduled to work but instead serves Jury Duty, will be paid for the hours the employee was scheduled to work. Any granted paid leave hours resulting from served time for Jury Duty for regularly scheduled shifts will count as actual hours worked for the purposes of eligibility for any annual stipend.
- K. Part-time employees are permitted to use sick and vacation leave in hourly increments, as long as it is at the beginning or the end of their work day.
- L. Part-time Public Safety Telecommunicators and Public Safety Telecommunicator Trainees must work a minimum of 12 hours per calendar month. If this requirement is not met, the employee must schedule refresher training for at least six hours per month. If the employee does not meet the above minimum hours, that employee will be placed on the inactive list and will not be called for shifts until the refresher training has been completed. If an employee remains on the inactive list for a period of two months, the employee will be terminated. An employee who does not work any shifts for a three-month period, but who does perform refresher training at least six hours per month, will be put on the inactive list until a shift is completed within 30 days of notice.

ARTICLE XXIV

LONGEVITY

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

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

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

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

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

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

ARTICLE XXV

HEALTH AND SAFETY

A. The City agrees to provide a safe and healthful place to work.

B. The City agrees to provide the Union and employee who so requests the chemical names of any substances used in the workplace, as well as a copy of the appropriate Material Safety Data Sheet (MSDS).

C. There shall be a Health and Safety Committee whose mission will be to address city-wide health and safety issues. This committee shall be comprised of the following members:

1. The Human Resources Director and one member of Middle Management.

2. Two CWA members.

- a. The two CWA committee members and one other CWA member may visit job sites after employees from that site have submitted safety or health problems, in writing, to the Business Administrator and to the Health and Safety Committee. Prior to submission of health and safety problems to the Business Administrator, a reasonable attempt shall be made to address the problem with the appropriate manager and/or department head. Health and safety problems submitted in writing to the Business Administrator shall be copied to the department head. Health and safety problems submitted in writing to the department head shall be copied to the Business Administrator and to the Human Resources Director.

ARTICLE XXVI

COURT TIME

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

ARTICLE XXVII

EDUCATIONAL BENEFITS

- A. The City shall pay for tuition and books for all courses whose resulting knowledge may be directly utilized in job performance. The courses shall be authorized in advance by the Department Head and the employee shall be compensated for pre-approved costs 30 days

after successful completion of the approved course(s) and filing of the proper documentation.

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

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

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

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

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

ARTICLE XXVIII

MUTUAL COOPERATION PLEDGE

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

ARTICLE XXIX

MISCELLANEOUS PERSONNEL PRACTICES

- A. All employees shall be made aware of any reports or charges made against him/her. He/she shall have the right to remain silent until he/she consults with an attorney or the Union.
- B. Employees shall be entitled to engage in outside employment during off duty hours provided that such employment does not conflict with his/her employment responsibilities as an employee of Ocean City.
- C. A committee of management and Union members will be formed to meet for the purpose of managing the contract and exploring areas of mutual concern during the term of this contract. They shall meet at least once per year.
- D. A member who is required to hold a Commercial Driver's License (CDL) for his/her job duties shall be reimbursed for the driver's license fee. It is understood that this reimbursement is not retroactive and will apply only to initial or renewal licenses acquired after the signing of this contract. A receipt for the fee and a copy of the license should be submitted to the Department Head as documentation.

1. A member will be reimbursed for a physical required to renew a CDL license in an amount not to exceed \$50.
- E. An annual stipend to a member holding a CDL will be \$500 and another \$300 if you are designated a CDL Trainer to save the city money on CDL School Training to be paid by October 15th.
- F. An annual stipend to a member holding a CPR Cert will be \$300 to be paid by October 15th.
- G. An annual stipend to a member holding a Pesticide, Drone, HVAC, Plumbing, Electrical, and/or Technical Certificate/License will be \$300 to be paid by October 15th.
- H. All PST's who are or become EMT certified shall receive an annual stipend of \$300.00 to be paid by October 15th.

ARTICLE XXX

SEVERABILITY AND SAVINGS

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

ARTICLE XXXI

JOB POSTING AND VACANCIES

- A. All job vacancies shall be posted on the Human Resource Division's bulletin boards for a minimum of seven (07) calendar days prior to filling the position.
- B. The Union president shall be provided with a copy of the posting.

ARTICLE XXXII

UNION BULLETIN BOARDS

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

ARTICLE XXXIII

SCHOOL CROSSING GUARDS

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

- A. The City will provide each school crossing guard with a work uniform as determined and defined by the Ocean City Police Chief.
- B. Each school crossing guard shall receive six and one-quarter (6¼) sick leave days per school year, which shall be accumulated without maximum limitation from year to year. For purposes of this sub-section, a school year shall consist of two contiguous semesters.
- C. The City will contribute to the New Jersey Public Employee Retirement System those amounts statutorily mandated for each of the crossing guards.
- D. The City shall provide to the four (4) regular crossing guards health benefits to include hospitalization, medical treatment, major medical, surgical fees and office visits. New school crossing guards hired after January 1, 2009, shall not receive health benefits, and their grade shall be Level B.
- E. School crossing guards shall not be entitled to vacations (Article XI) and holidays (Article XII).

ARTICLE XXXIV

FAIR LABOR STANDARDS ACT

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

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

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

ARTICLE XXXV

SENIORITY

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

ARTICLE XXXVI

SHARED SERVICES AGREEMENT

A. Should the City decide to enter into a Shared Services Agreement with another public entity, the City agrees to discuss with the Union the ramifications of such Shared Services Agreement.

ARTICLE XXXVII

FULLY BARGAINED CLAUSE

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

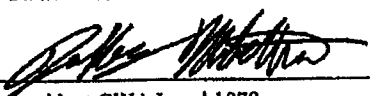
ARTICLE XXXVIII

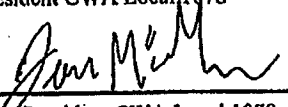
DURATION

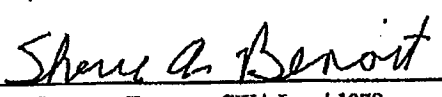
A. This Agreement shall be in full force and effect as of January 1, 2023, and shall remain in effect to and including December 31, 2028, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than 150 days, no later than 120 days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement. *

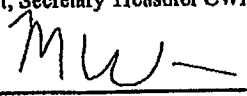
B. IN WITNESS WHEREOF, the parties have hereunto set their hands and seal at the City of Ocean City on this 5th day of February, 2024.

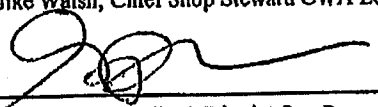
FOR THE UNION:


Jeffrey Miletta, President CWA Local 1078

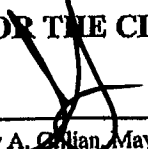

Gerald McGee, Vice President CWA Local 1078

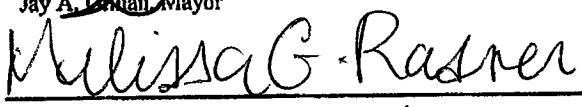

Sheree Benoit, Secretary Treasurer CWA Local 1078

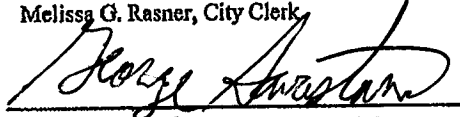

Mike Walsh, Chief Shop Steward CWA Local 1078

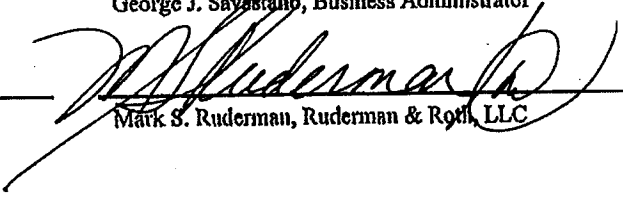

George Jackson, CWA District One Rep

FOR THE CITY:


Jay A. Galian, Mayor


Melissa G. Rasner, City Clerk


George J. Savastano, Business Administrator


Mark S. Ruderman, Ruderman & Roth, LLC

APPENDIX A

Full Time Titles

Account Clerk
Accountant
Administrative Clerk
Administrative Secretary
Airport Attendant
Animal Control Officer
Assistant Assessor
Assistant Municipal Tax Collector
Assistant Purchasing Agent
Assistant Recreation Supervisor
Assistant Supervising Mechanic
Assistant Supervisor Building Service
Assistant Supervisor of Accounts
Assistant Supervisor of Building Services
Assistant Supervisor Public Works
Assistant Supervisor Recreation Maintenance
Assistant Violations Clerk
Assistant Violations Clerk, Typing
Assistant Zoning Officer
Audio Video Specialist
Audio Video Supervisor
Building Inspector
Building Maintenance Worker
Building Subcode Official
Building Superintendent
Buyer
Clerk 1
Clerk 2
Clerk 3
Clerk 4
Code Enforcement Officer
Computer Service Technician
Deputy Municipal Court Administrator

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

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

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

Part Time Titles

Account Clerk
Accountant
Airport Attendant
Animal Control Officer

Assessing Aide
Assistant Cook
Assistant Supervisor Building Services
Assistant Violations Clerk
Assistant Zoning Officer
Audio Video Specialist
Building Inspector
Building Maintenance Worker
Cashier
Clerk 1
Code Enforcement Officer
Communication Technician
Cook
Equipment Operator
Fire Official
Fire Protection Subcode Official
Food Service Worker
Geographic Information Systems Specialist 3
Golf Ranger
Housing Inspector
Identification Officer
Keyboarding Clerk 1
Keyboarding Clerk 2
Laborer
Lifeguard (Head Guard)
Lifeguard (Pool)
Lifeguard/Maintenance Repairer (Pool)
Maintenance Repairer
Maintenance Worker 1 Grounds
Mechanic
Plumbing Subcode Official
Principal Account Clerk
Principal Cashier
PS Telecommunicator
PS Telecommunicator Trainee
PW Inspector
Recreation Aide
Recreation Director (Child Care)

Recreation Director (Sports)
Recreation Leader
Recreation Leader (Aerobics Instructor)
Recreation Leader (Aqua)
Recreation Leader (Yoga)
Recreation Supervisor
School Traffic Guard
Senior Account Clerk
Senior Assessing Aide
Senior Building Maintenance Worker
Senior Cashier
Senior Clerk
Senior Cook
Senior Food Service Worker
Senior Golf Ranger
Senior Identification Officer
Senior Maintenance Repairer
Senior Telephone Operator
Technical Assistant 3
Technical Assistant MIS
Telephone Operator
Truck Driver
Truck Driver Heavy
Water Safety Instructor

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

MEMORANDUM OF UNDERSTANDING

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

Retiree Health Benefit Sidebar Agreement

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

Vacation Sidebar Agreement

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

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

Representation Sidebar Agreement

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

APPENDIX B

Memorandum of Agreement Between

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

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

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

Directives Issued by the State Office of Emergency Management

DIRECTIVE NO. 102

March 15, 1990

SUBJECT: STANDARDS FOR MUNICIPAL EMERGENCY MANAGEMENT
COORDINATORS

- I. PURPOSE:
To provide standards for the position of Municipal Emergency management Coordinator.
- II. LEGAL AUTHORITY:
The position of Municipal Emergency Management Coordinator is based on provisions of public laws and directives which carry the force of law.
 - A. New Jersey State Law: New Jersey Statutes Annotated (NJSA) Appendix A:9-33 et seq. (Chapter 251 P.L. 1942, as amended by Chapter 438, P.L. 1953). These laws set forth responsibilities, obligations and authorities.
 1. Appointment of Municipal Emergency Management Coordinator
In every municipality of the State, the Mayor shall appoint a Municipal Emergency Management Coordinator, from among the residents of the municipality. The Municipal Emergency Management Coordinator shall serve for a term of three years. As a condition of appointment, and the right to continue for the full term of the appointment, the coordinator shall successfully complete the approved courses within one year of appointment. The Governor may remove a Municipal Emergency Management Coordinator at any time for cause.

2. Duties of Municipal Emergency Management Coordinator

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

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

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

III. Qualifications

- A. The Municipal Emergency Management Coordinator shall have a minimum of two years experience in the planning, development, and administration of emergency response activities such as those provided by police, fire, rescue, medical or Emergency Management units either in the public or private sector or in the military service.
- B. Must be a resident of the municipality.
- C. Must have a good reputation and a sound moral character.
- D. The State of New Jersey, counties and municipalities are equal opportunity employers. All persons shall have the opportunity to obtain employment without the discrimination because of race, creed, color, national origin, ancestry, age, sex, marital status or physical handicap, subject only to conditions and limitations applicable alike to all persons.

IV. Basic Training for Municipal Emergency Management Coordinators

The Municipal Emergency Management Coordinator SHALL COMPLETE THE FOLLOWING COURSES:

A. Within one year of appointment:

1. EMERGENCY PROGRAM MANAGER- FEMA INDEPENDENT STUDY COURSE
2. EMERGENCY MANAGEMENT WORKSHOP- BASIC

B. Continuing Education

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

V. Responsibilities

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

A. Program Administration

1. Insure that the Municipal Office of Emergency Management is available on a 24 hour basis.
2. Supervise the day to day operations of the Municipal Office of Emergency Management.
3. Insure that every municipality meets all the requirements for the Federal Emergency Management Agency's Emergency Management Assistance Program; including meeting goals agreed to in the annual work plan, maintaining a currently approved Municipal Emergency Operating Plan, and providing the New Jersey Office of Emergency Management with quarterly program status reports, if applicable.
4. Prepare, submit, and justify the annual Municipal Emergency Management budget. (EMA funded jurisdictions only)
5. Secure County, State and Federal technical and financial assistance available through the County Office of Emergency Management.

6. Personally attend at least 75% of the scheduled County Office of Emergency Management meetings. The Coordinator must assure representation at all other County Emergency Management meetings.
7. Maintain a continuing knowledge of all municipal, county, State and Federal laws and plans concerning Emergency Management.
8. Interact with County Emergency Management Coordinator regarding:
 - a. Municipal Operations Plans (EOP) review
 - b. All mutual aid agreements
 - c. Hazard Identification Capability Assessment & Multi-year Development Plan (NO LONGER REQUIRED)
 - d. The approval and scheduling of attendees for state and Federally sponsored Emergency Management courses, etc.
9. Maintain adequate files, records, and correspondence relating to Emergency Management activities.
10. Coordinate with the municipal agencies, departments, and bureaus regarding Emergency Management responsibilities.
11. Implement policies and procedures regarding Emergency Management.
12. Conduct quarterly staff members, providing advance notice to the County Office of Emergency Management.
13. Receive and react to weather emergency notifications.
14. Cooperate with National Warning System (NAWAS) program.
15. Comply with all directives, rules and regulations issued by the State Office of Emergency Management.
16. Conduct a minimum of one (1) exercise per year, providing a minimum thirty (30) day advance notice through the County Office of Emergency Management to the State Office of Emergency Management.

B. Program Development

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

1. Alerting and Warning
2. Communications
3. Damage Assessment
4. Emergency Operations Center
5. Emergency Public Information

6. Evacuation
7. Fire and Rescue
8. Hazardous Materials
9. Emergency Medical
10. Law Enforcement
11. Public Health
12. Public Works
13. Radiological Protection
14. Resource Management
15. Shelter, Reception and Care
16. Social Services

VI. This Directive shall be effective immediately.

Clinton L. Pagano
State Director
Office of Emergency Management

VI. This Directive shall be effective immediately.

Clinton L. Pagano
State Director
Office of Emergency Management

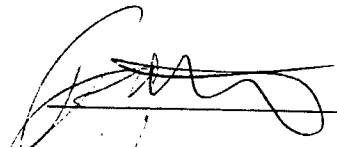
For The City:

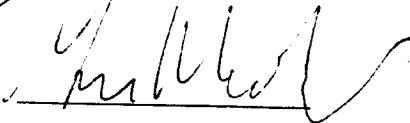




Date: 9/10/13

For CWA, Local 1078:





Date: 9/10/13