

A G R E E M E N T

Between

CITY OF OCEAN CITY

And

***OCEAN CITY MIDDLE MANAGEMENT/
PROFESSIONAL EMPLOYEES'
ASSOCIATION***

January 1, 2006 to December 31, 2008

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PREAMBLE

THIS AGREEMENT entered into this 2nd day of June 2006, by and between the City of Ocean City, County of Cape May, a municipal corporation in the State of New Jersey, hereinafter referred to as the "City", and the Ocean City Middle Management/Professional Employees' Association (O.C.M.M./P.E.A.), hereinafter referred to as the "Association", represents the complete and final understanding on all bargainable issues between the City and the Association.

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

WHEREAS, a fundamental shift is now occurring in local government finances throughout the country as a result of declining sales and property tax revenues and decreasing state and federal subsidies; and

WHEREAS, to make up loss in revenue, local governments must become more dependent upon non-tax-based resources by developing new forms of leadership that will require City Council, the Administration and the Ocean City Middle Management/Professional Employees Association to work in concert, to be innovative, creative and to have the freedom to take risks; and

WHEREAS, to be bold, creative and innovative requires an understanding of new concepts, ideas and terms that have been used in reaching this Agreement and which will be applied, but not limited to, finding solutions to the City's financial problems;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I RECOGNITION

The City of Ocean City, New Jersey recognizes the Ocean City Middle Management/Professional Employees' Association, hereafter known as O.C.M.M./P.E.A., as the exclusive negotiating representative for collective negotiations concerning the terms and conditions of employment for middle management and professional employees employed by the City including the titles in Appendix A.

ARTICLE II LEGAL REFERENCE

2.1 Nothing contained herein shall be construed to deny or restrict any unit member such rights as he/she may have under any other applicable laws and regulations.

2.2 Provisions of this Agreement should be subject to and subordinate to State Law, but nothing contained herein shall be deemed to subordinate this contract to local ordinances.

ARTICLE III MANAGEMENT RIGHTS

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

3.2 The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policy, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent that specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the United States and the ordinances of Ocean City.

3.3 Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authorities under N.J.S.A. 40:1 et.seq., N.J.S.A. 40A:1 et.seq., N.J.S.A. 11:1 et.seq., N.J.S.A. 11A et.seq., any other national, state or county law or administrative code.

ARTICLE IV GRIEVANCE PROCEDURE

4.1 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.

4.2 Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member(s) of Administration.

4.3 The term "grievance", as used herein, means any controversy arising over the interpretation, application or alleged violation of this Agreement affecting the terms and conditions of employment. A "grievance" may be raised by an individual or the Association.

4.4 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 any step is waived by mutual consent:

Step One: The aggrieved or the Association shall institute action under the

provisions hereof within 60 calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate Department Head for the purpose of resolving the matter informally. Failure to act within said 60 calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within 20 calendar days after the initial discussion with his/her Department Head, the employee or the Association may present the grievance in writing within 15 calendar days thereafter to the Business Administrator or his/her designated representative. The written grievance at this step shall contain the relevant facts and a summary of the oral discussion, the applicable section of the contract violated and the remedy requested by the grievant. The Business Administrator or his/her designated representative will answer the grievance in writing within 30 calendar days of receipt of this written grievance.

Step Three: If the grievance is not settled through Steps One and Two, either party shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the City and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

4.4.1 The parties direct the arbitrator to decide, as a preliminary question,

whether he/she has jurisdiction to hear and decide the matter in dispute.

4.4.2 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/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or 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.

4.5 The designated Association representative(s) 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 said employees.

4.6 The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits

prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

4.7 In the event the aggrieved elects to pursue remedies available through the New Jersey Department of Personnel, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until the expiration of at least thirty (30) calendar days after the decision rendered by the Business Administrator or his/her designated representative on the grievance. In the event the grievant pursues his/her remedies through the New Jersey Department of Personnel, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred shall be paid by the grievant or the Association.

**ARTICLE V
ASSOCIATION RIGHTS**

During negotiations, the Association's representatives so authorized by the Association, not to exceed four (4), shall be excused from their normal duties for such period of negotiations as are reasonable and necessary. Such excused individuals, however, shall be available for duty in the event the need arises.

**ARTICLE VI
RETENTION OF CIVIL RIGHTS AND JUST CAUSE PROVISIONS**

6.1 Members shall retain all civil rights under New Jersey State Law and Federal Law.

6.2 The City shall not discharge any unit member without just cause.

**ARTICLE VII
TEMPORARY LEAVES**

7.1 Unit members shall be granted temporary leaves without deduction from pay or accumulated sick leave for death in the immediate family or of a close friend. The number of days needed shall be determined by the employee.

7.2 An employee who needs temporary leave of a few hours or less for personal business shall be granted said leave.

7.3 In addition to the above temporary leaves, time off may be granted at the sole discretion of the Business Administrator.

**ARTICLE VIII
EXTENDED LEAVES OF ABSENCE**

8.1 Leaves with Pay

8.1.1 Serious Illness/Injury Leave: A management or professional employee who has worked for the City at least three (3) months in said capacity who is required to be on leave because of a serious illness/ injury, may apply through his/her Department Head to the Personnel Office for serious illness/injury leave and shall be granted said leave providing he/she shall have used at least 50% of his/her sick leave available at the time of the onset of the illness or injury. In addition, the need for such leave shall have been certified by a medical practitioner satisfactory to the City. Said leave, if granted, shall be for a maximum of 180 work days per event less the total of sick days used as a result of the illness or injury.

8.1.2 Disability Leave: If a management or professional employee is incapacitated and unable to work because of a job related injury, that employee shall be entitled to injury leave with full pay and benefits during the period in which he/she is unable to perform his or her duties on the job. Injury leave shall not exceed one year's absence and shall be mutually certified by the employee's own and the City's doctor. Wages are to be offset by the amount of worker's compensation wage payments pursuant to Chapter XV of

Title 34 of the revised Statutes of the State of New Jersey. If, however, during the period of disability, the City's doctor releases the employee to work modified duty with restrictions, and if the City has work within those restrictions for which the employee is qualified, the employee is required to work the modified duty assignments.

8.1.2.1 The following process shall be utilized to determine whether an employee is physically/mentally capable to return to work:

The City's physician and the employee's physician agree to the employee's capabilities, or

Should a disagreement be found in the physicians' opinions, the City or the employee requests a third, impartial examination.

The results of the examination shall be conclusive and binding on the issue of mental/physical capacity to return to work.

8.1.3 Military Leave: Military leave shall be granted pursuant to State and Federal Statutes and Regulations.

8.1.4 Jury Duty: Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

8.2 Leaves without Pay

8.2.1 In addition to leaves of absence provided under the Family Leave Act - Chapter 261 (P.L. of New Jersey 1989) and the Family Medical Leave Act, leaves of absence, without pay, may be requested by an employee for medical, emergency situations or other valid reasons and may be granted by the Business Administrator and approved by the appointing authority in accordance with current New Jersey Department of Personnel rules.

8.2.2 Periods of absence shall not exceed those provided by N.J.A.C.4A. No further renewal or extension may be granted except upon request by the appointing authority and written approval of New Jersey Department of Personnel.

8.2.3 With the exception of leaves controlled by the Family Leave Act - Chapter 261 (P.L. of New Jersey 1989), leaves of absence shall be requested by employees in writing at least 30 days (if possible) prior to commencement except for maternity leave which requires at least 90 days (if possible) prior to starting the leave.

8.2.4 The City shall pay all benefits not to exceed three (3) months; thereafter, if additional leave is granted and taken, the employee may elect to retain said benefits and, if so, he/she shall reimburse the City for the cost

incurred.

8.2.5 Medical Leave of Absence - The City retains the right to place an employee on a medical leave of absence for any one of the following reasons:

8.2.5.1 Whenever the employee's physical or mental condition adversely affects his/her ability to continue to provide effective job performance.

8.2.5.2 The physical or mental condition would impair the employee's health if permitted to continue working.

8.2.6 The process to determine whether an employee is physically/mentally capable to continue work or return to work is:

8.2.6.1 The City's physician and the employee's physician agree to the employee's capabilities, or;

8.2.6.2 Should a disagreement be found in the physicians'

opinions, the City or employee requests a third, impartial examination. The expense of such examination shall be borne equally by the employee and the City. The results of the examination shall be conclusive and binding on the issue of mental/physical capacity to return to or continue working.

8.2.7 Pregnancy-Disability Leave. An employee may request and shall be granted disability leave due to pregnancy under the same terms and conditions as all other leaves without pay.

8.2.8 Child Rearing Leave may be granted under the same terms and conditions as all other leaves without pay.

8.2.9. A permanent employee shall be granted a leave without pay or benefits to fill an elective term of public office under the provisions of N.J.S.A 4A:6-1.1 et.seq.

ARTICLE IX WORKING HOURS

9.1 Management/Professional employees recognize that time requirements for

optimal job performance vary based on specific assignments, seasonal demands or other factors. Both parties endorse a policy of flexibility which allows Management/Professional employees to adjust normal working hours as conditions require with the coordination of their immediate supervisor.

9.2 Management/Professional employees shall work a standard work week equivalent to the maximum number of hours required by labor contract for employees supervised. This shall include all hours which enable the employee to complete the routine duties of his/her office and to perform special duties as assigned, attend council meetings and other meetings as assigned, to work hours as required to complete critical work tasks or handle emergency conditions as they may arise. In the event that the aforementioned meetings, duties and assignments exceed the normal work week of employees supervised, work schedules may be adjusted accordingly to reflect equity.

ARTICLE X COMPENSATION

10.1 The salary guide for years 2006 through 2008 is affixed as Appendix B at the end of this Agreement.

10.1.1 At its option, management may hire middle management employees by placing them on a step in the negotiated salary guide in Appendix B, or by placing the middle management hire in an entry-level category.

10.1.2 The entry-level category is defined as a salary range starting at \$46,778 in 2006, \$48,649 in 2007 and \$50,570 in 2008 in Appendix B.

10.1.3 Employees hired in the entry-level category shall receive the entry-level salary for a period of six (6) months. After the conclusion of six (6) months, the employee may be placed at a negotiated step on the regular salary guide. This subsection shall be negotiated between the parties within six (6) months of signing of the successor agreement.

10.2 All Management/Professional employees shall be evaluated annually by their Department Head and reviewed by the Business Administrator. A copy of the evaluation shall be filed in the employee's personnel file prior to January 1 of each year.

10.3 Salary Adjustment Request Procedure.

An employee requesting a salary adjustment as a result of a documented City mandated increase in job responsibility and or work load, shall submit a letter to the O.C,M.M./P.E.A. Executive Board. Said letter shall include, but not be limited to the following information:

10.3.1 The duties of the employee as of the implementation date of the current agreement.

10.3.2 Specific changes in job responsibility and or work load.

10.3.3 Desired adjustment.

10.4 The O.C.M.M./P.E.A. Executive Board shall meet with the employee no later than ten (10) working days of receipt of the written request for adjustment.

10.5 The Executive Board shall respond to the applicant, in writing, no later than five (5) working days subsequent to the aforementioned meeting, of their decision to bargain or not bargain the requested adjustment.

10.6 If the answer is in the affirmative, the Executive Board shall notify the Business Administrator, in writing, no later than ten (10) working days after their affirmative decision, of their intent to commence collective bargaining on the instant matter.

10.7 The Business Administrator shall respond, in writing, to the Executive Board within ten (10) work days of receipt of said request.

10.8 Should the City initiate a salary adjustment on behalf of the employee, it shall notify the President of the O.C.M.M./P.E.A. in writing. Said letter shall include, but not be limited to the following information:

10.8.1 The duties of the employee as of the implementation date of the current Agreement.

10.8.2 Specific changes in job responsibility and/or work load.

10.8.3 Desired Adjustment.

10.9 The President of the O.C.M.M./P.E.A. shall respond, in writing, to the Business Administrator within ten (10) work days of receipt of said request.

ARTICLE XI SICK LEAVE

11.1 Amount of Sick Leave

11.1.1 During the first year of employment only, each Management/Professional employee shall be entitled to accrue one and one-quarter (1.25) calendar days per month. Thereafter, sick leave shall be added each year as of January 1 at the rate of 15 work days per year per employee in anticipation of continued employment for the full year.

11.1.2 Any amount of sick leave allowance not used in any calendar year shall accumulate from year to year, up to a maximum of 180 work days, to be used if and when needed for illness.

11.2 Verification and Record Keeping

11.2.1 In the event that a Management/Professional employee is absent from work for more than five (5) continuous working days or a total of 15 days per year, that employee's immediate supervisor shall have the right to request documentation of illness from the employee.

11.2.2 The method of record keeping for sick time used in a calendar year shall be determined by the appropriate Department Head.

**ARTICLE XII
RETIREMENT COMPENSATION AND HEALTH BENEFITS**

12.1 Retirement Compensation

12.1.1 Management/professional employees shall receive retirement compensation based on the following percentages of their last year's salary or compensation, inclusive of longevity, to be paid in a lump sum or any other method of payment mutually agreed upon by the retiree(s) and the City.

Unit Members as of December 31, 1999:

<u>YEARS OF SERVICE WITH CITY</u>		<u>COMPENSATION</u>
0 - 4.99 years	None	None
5 - 9.99 years	35%	35%
10 - 14.99 years	40%	40%
15 - 19.99 years	45%	45%
20 or more years	50%	50%

Unit members from January 1, 2000:

<u>YEARS OF SERVICE WITH CITY</u>	<u>COMPENSATION</u>
0 - 9.99 years	None
10 - 14.99 years	40%
15 - 19.99 years	45%
20 or more years	50%

12.1.2 In order to receive the retirement compensation, an employee must retire from employment with the City under the established criteria of the respective retirement system for the individual's position. The above retirement compensation shall not be applicable to deferred retirement plans. It shall be the policy of Management/Professional employees to provide the City with 90 calendar days of notice of their intention to retire.

12.2 Retirement Health Benefits

12.2.1 Retirement shall be defined and established by the criteria of the respective retirement system for the individual's position, with the exception of deferred retirement.

12.2.2 A management/professional employee who retires on or after December 30, 1992 with 25 or more years of service with the City of Ocean City, shall receive health benefits coverage (medical/major medical) for the retiree and his/her family.*

12.2.3 A management/professional employee who retires with ten (10) years

of service with the City and 25 years of full time service with state or local government shall receive a 50% contribution from the City towards the cost of the health benefits program provided by the City.

12.2.4 An employee who retires with less than ten (10) years of service with the City or more than ten (10) years with the City but less than 25 years service with state or local government may opt to maintain coverage in existence prior to said retirement by contributing a monthly installment, determined by COBRA calculations, equal to the actual cost of coverage by the City.

12.2.5 A management/professional who retires on or after the signing of this Agreement with 25 or more years of service with the City of Ocean City shall receive prescription benefits with a 1/3 co-pay for the retiree and his/her family.

12.2.6 Medical coverage for employees who retire with 25 years of service shall not extend beyond the employee attaining the age of 65 or becoming eligible for Medicare/Medicaid, or until the death of said employee.

12.2.6.1 If a retired management/professional employee dies prior to reaching the age of 65, the City shall continue

the health benefit coverage entitlement for the retiree's spouse until his/her death or remarriage and for the retiree's children until each reaches his/her 21st birthday.

12.2.6.2 This coverage shall be effective as long as the city is self-insured or is not contractually prohibited by an insurance carrier. In the case of the latter, the City shall pay the surviving spouse an amount equal to the premium for active management/professional employee medical/major medical benefits.

12.2.7 When a member and/or his/her spouse becomes eligible for Medicare/Medicaid, the City's health plan shall remain in effect as secondary provider. The City's maximum liability as secondary provider shall be 20,000.00 annually per covered individual under this provision.

12.2.8 Upon written request, retirees shall receive descriptions of their health benefits annually.

*Defined as the Health Plan provided by the City

**ARTICLE XIII
INSURANCE, HEALTH AND WELFARE**

13.1 The City of Ocean City will not differentiate in its health benefits to management/professional employees except to the degree negotiated in the provisions of this Agreement.

13.2 The City shall provide a comprehensive health benefit program including hospitalization, medical treatment, major medical coverage (80% of the first \$5,000) and 100% thereafter, surgical fees, office visits, yearly pediatric well care visits, including immunizations, for children up to 12 years of age with a maximum yearly benefit of \$300.00* per child; dental coverage for the member and his/her family at a maximum of \$1,500.00 annually, and including orthodontics at a maximum benefit of \$3,000.00. All of these benefits are in accordance with the Management Plan Document.

* \$400.00 effective July 1, 2006.

13.2.1 Mandatory pre-admission notification will be part of the comprehensive health benefit program. Lack of proper notification will reduce the level of reimbursement for health care expenses by 30%.

13.2.1.1 Mandatory Outpatient Procedure notification will be part of the program.

13.2.1.2 A Summary of Benefits from the Health Benefits Plan Document for the Management employees of the City of Ocean City shall be affixed as Appendix D of this Bargaining Agreement. Appendix D also contains revised page 30 of the Plan Document which refers to the maximum allowable number of days for a retail prescription and a mail order prescription.

13.2.1.2.1 Monthly Health Care Contributions

Effective July 1, 2006, monthly health care contributions of \$46.00 will be deducted from employees' gross pay.

Effective January 1, 2007, monthly health care contributions of \$50.00 will be deducted from employees' gross pay.

Effective January 1, 2008, monthly health care contributions of \$54.00 will be deducted from employees' gross pay.

PLUS Plan Physician Visit Co-Pays

Effective January 1, 2006	\$5.00
Effective July 1, 2006	\$10.00
Effective January 1, 2008	\$15.00

13.3 The City shall provide a prescription drug plan for the individual member and his/her family, with the following co-pays:

	<u>Generic</u>	<u>Formulary</u>	<u>Non-Formulary</u>
Effective January 1, 2006	0	\$10.00	\$20.00
Effective July 1, 2006	0	\$15.00	\$20.00
Effective January 1, 2008	0	\$15.00	\$25.00

13.4 The City shall provide an eye care plan for the employee and his/her family. Coverage shall be 1/3 co-pay with a maximum yearly benefit of \$500 for the employee and/or his/her family.

13.5 The City shall afford the option to any member of the bargaining unit to enroll in an H.M.O. subject to rules and procedures to be developed by the Business Administrator. Any additional premium cost over and above the cost of the comprehensive health benefit program provided by the City shall be borne by the employee choosing an H.M.O. The employee electing H.M.O. enrollment shall do so at his/her own risk and the City will not be responsible for any lapses in coverage.

13.6 The City shall provide a \$25,000.00 life insurance policy on the life of each management/professional employee who shall designate the beneficiary. Upon retirement, the employee at his/her option and cost, may convert said life insurance policy on an individual basis.

13.7 If the City desires to change any of the present plans, provisions or carriers and the other bargaining units in the City agree to the change(s), the O.C.M.M./P.E.A. will also agree to change.

13.8 If the City desires to change any of the present plans or carriers for this unit only, the benefits in any new plan(s) shall be the same or better than the plan(s) presently in effect. The City shall notify the Association three months in advance or as soon as possible.

**ARTICLE XIV
TIME OFF**

14.1 Vacations

14.1.1 Management and professional employees shall receive paid vacations in accordance with the following schedule:

YEARS OF PROFESSIONAL EXPERIENCE	VACATION DAYS
Up to One Year	1 day per month
2nd to 5th Year	12 working days
6th to 10th Year	18 working days
11th to 15th Year	22 working days
16th to Retirement	25 working days

14.1.2 In determining the years of professional service, the City may use the years of professional experience with prior employers.

14.1.3 Any unused vacation may be carried forward only into the next succeeding year unless there is an emergency condition in the next succeeding year as set forth by the Business Administrator which prevents the employee from utilizing the unused vacation time in that year. In that circumstance alone, the employee may carry the unused vacation time into the third year.

14.2 Holidays

14.2.1 Management and professional employees shall be entitled to 14 paid holidays, one (1) of which shall be designated as a "floating" holiday.

For the purpose of calculating "Time Off", a day shall be defined as per Article 9-9.2.

**ARTICLE XV
PROFESSIONAL LIABILITY INSURANCE**

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

ARTICLE XVI

SEVERANCE AGREEMENT

16.1 Upon being relieved from duty by the City for whatever cause, except a criminal act of wrongdoing and/or gross incompetence, which is documented and fully substantiated, or retirement, management and professional employees shall receive a minimum of 90 calendar days of severance pay with full benefits, including but not limited to, full insurance coverage and pension payments.

16.2 Additional severance pay will be awarded should the City fail to meet certain guidelines relating to notification of employment termination. At the City's option, they may elect to provide an affected employee with additional notice of termination rather than additional severance pay. The following schedule for notification and severance pay shall apply to this Agreement:

Years	Notification Required	Severance
1-4.99	45 day min.	90 days pay
5-9.99	45 day min. 45 days + additional 30 days	120 days pay 90 days pay
10-14.99	45 day min. 45 days + additional 60 days	150 days pay 90 days pay
15 or more	45 day min. 45 days + additional 90 days	180 days pay 90 days pay

ARTICLE XVII
DUES CHECKOFF AND REPRESENTATION FEE

17.1 Dues Checkoff

The City agrees, in accordance with State Statutes, that upon receipt of signed authorization cards from the employees, to deduct from the employee's wages, the annual dues, as prescribed by the O.C.M.M./P.E.A., in equal installments, bi-weekly, and to forward said amount to the Treasurer of the O.C.M.M./P.E.A., on the tenth (10th) day after the second pay-period of each month.

17.2 Representation Fee

17.2.1 If a full time management/professional employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Association as majority representative.

17.2.2 Prior to the beginning of each membership year, the Association will notify the City in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for the membership year. That representation fee to be paid by non-members will be determined by the Association in accordance with State Law.

17.2.3 In order to adequately offset per capita cost of service rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members. Therefore, the representation fee may be set up to 85% of that amount as the maximum currently allowed by law. If the law is changed in this regard, the amount of representation fee will automatically be adjusted to the maximum allowed, with said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

17.2.3.1 Once during each year covered in whole or part by this Agreement, the Association will submit to the City a list of those employees who have not become Association members for the then current membership year. The City will deduct from the salaries of such employees, in accordance with paragraph (17.2.3.2) below, the full amount of the representation fee and promptly will transmit amounts so deducted to the Association.

17.2.3.2 The City will deduct the representation fee in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deduction will begin with the first paycheck paid:

17.2.3.3 Ten (10) days after receipt of the aforementioned list by the City; or

17.2.3.4 Thirty (30) days after the full-time management/ professional begins his/her employment in a bargaining unit position, unless the employee previously served within a bargaining unit position and continued in the employ of the City in a non-bargaining position or was on layoff, in which event the deductions will begin ten (10) days after

the resumption of the employee's employment in a bargaining unit position or receipt of his/her first paycheck, whichever is later.

17.3 If a full-time management/professional employee, who is required to pay a representation fee, terminates his/her employment with the City before the Association has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership in question.

17.4 Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

17.5 The Association will notify the City in writing of any changes in the list provided for in paragraph (17.2.3.1) above and/or the amount of representation fee, and such change will be reflected in any deductions made more than ten (10) days after the City receives said notice.

17.6 On or about the last day of each month the City will submit to the Association

a list of all permanent employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

17.7 The Association hereby agrees to indemnify, defend and save harmless the City of Ocean City, New Jersey of any claim, suit or action of any nature whatsoever which may be brought at law or in equity or before any administrative agency with regard to or arising from the deduction from salaries of any management/professional employee for payment of dues or a Representation Fee under the provisions of this Article.

ARTICLE XVIII SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement of any employee, member or group of employees or members is held to be invalid by operation of law by any Court or other tribunal of competent jurisdiction, then such provisions and application shall be deemed inoperative; however, all other provisions and applications contained herein shall continue in full force and effect and shall not be affected thereby.

ARTICLE XIX EDUCATION AND TRAINING

19.1 To effectively ensure that new concepts and terms in city management are understood and implemented, there is a need for enhanced Education and Training in the following areas:

- 19.1.1 Setting Goals and Objectives
- 19.1.2 Evaluating Personnel
- 19.1.3 Developing Leadership Skills
- 19.1.4 Budgeting Effectiveness
- 19.1.5 Measuring Work Accomplishment
- 19.1.6 Communicating Results

Further, it is recognized that Education and Training is an important component of a sound plan for meeting the City's future challenges and must be properly funded. Effective January 1, 1998, each Department will budget \$500.00 per year for each unit employee in that Department, for training. Approval for training expenditures shall be subject to the criteria in this article of the Agreement. There is a wide range of training and education tools available to help the City's training needs: for example, seminars, conferences, in-house training, college programs, on-the-job training, reading material and video programs.

19.2 To assist the process of Education and Training, it is agreed as follows:

19.2.1 The cost of education and training for Management/Professional employees shall be borne 100% by the City when the education is job essential as determined by State Statute or the immediate Department Head.

19.2.2 The City shall encourage skill enhancement and other job related education and training and shall facilitate such training as follows: Time off shall be granted by the City upon approval of the immediate Department Head. Fees for approved seminars and conferences shall be borne by the City. Other essential costs such as parking and course materials shall also be borne by the City.

19.2.3 In the event that an employee is required to use his/her automobile in a mandated job related activity, he/she shall be compensated at the current I.R.S. rate per mile plus tolls.

19.2.4 The City shall reimburse all unit members for overnight lodging for all approved training seminars or conferences that are multiple-day programs

providing said costs are approved in advance by the Department Head and further provided said seminar location is more than one hour from Ocean City.

19.2.5 The City shall reimburse all unit members for reasonable meal expenses incurred while attending approved meetings, training sessions, seminars and conferences. Meal expenses shall be approved up to \$25.00 per day. Expenses shall be verified by receipt and shall not include the cost of alcoholic beverages.

19.2.6 The Mayor may grant extended education leave without pay for the purpose of obtaining training that is of direct value to the local government. Approved education leave will not be deducted from a unit member's seniority.

19.2.7 To expand knowledge of labor practices and/or medical cost containment practices, any three (3) members of the unit who are elected or designated to attend seminars or similar meetings shall be granted the necessary time off with pay provided the City is given one week's notice. The amount of cumulative time per year shall not exceed six days for the unit.


**ARTICLE XX
DURATION**

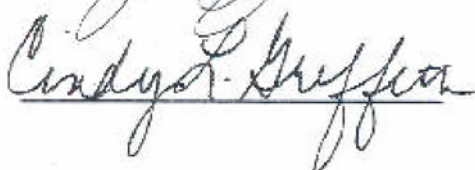
This Agreement shall be in full force and effect as of January 1, 2006, and shall remain in effect through December 31, 2008, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement. Any Agreement so negotiated shall apply to all Management/Professional employees, be reduced to writing and be signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at the City of Ocean City, New Jersey on this 2nd day of June, 2006.


FOR THE CITY:

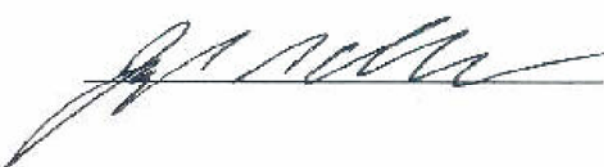
FOR THE ASSOCIATION:





Cindy L. Griffin





**APPENDIX A
ARTICLE I
Recognition**

Working Responsibility Title	NJ DOP Title
Manager of Recreational Programs	Assistant Superintendent of Recreation
Manager of Economic Development / Special Projects Liaison	Director of Economic Development Program
Manager of Centralized Purchasing and Contract Management	Purchasing Agent
Manager of Public Transportation, Parking and Revenue Collection	Assistant Chief of Administrative Services
Manager of General Budgetary & Capital Accounting, Fiscal Control & Reporting	Principal Auditor
Manager of Property Assessment	Tax Assessor
Manager of Tax Billing and Collection, and Beach Fee Program Administration	Tax Collector
Manager of Information Technology	Data Processing Coordinator
Manager of Public Works Operations	Asst. Public Works Director
Manager of Community Services Operations	Management Specialist
Manager of Aquatic Center and Bayside Center	Assistant Superintendent of Recreation
Manager of Uniform Construction Code	Construction Official
Project Manager	Project Coordinator Construction
Manager of Planning and Community Development	Planning Director
Manager of Public Relations	Project Coordinator Special Events
Manager of Municipal Code Enforcement	Project Coordinator Construction
Project Manager and CAD Specialist	Director of Public Building Repair
Manager of Social Services	Municipal Welfare Director
Manager of Capital Planning, Coordination, Construction and Contract Services	Street Superintendent
Manager of Zoning and Land Development	Management Specialist

During calendar year 2006, the Director of Administrative Services and Personnel, or designee, and the OCMM/PEA Executive Board, or designee, agree to develop formal job descriptions based upon Working Responsibility Titles as they appear in Article 1, Recognition.

Appendix B 2006–2008 OCMM/PEA Salary Guide

Section 6, Schedule 1	Middle Management					
	1	2	3	4	5	6
	7	8	9			
<u>Effective 1/1/2006 (26 pay dates)</u>						
Level A	64,043	66,060	70,541	72,061	74,487	76,915
	79,344	82,077	84,198			
Level B	54,249					
Entry Level	46,778 to 64,042					
<u>Effective 1/1/2007 (26 pay dates)</u>						
Level A	66,604	68,702	73,363	74,944	77,466	79,991
	82,518	85,360	87,566			
Level B	56,419					
Entry Level	48,649 to 66,603					
<u>Effective 1/1/2008 (26 pay dates)</u>						
Level A	69,235	71,416	76,261	77,904	80,526	83,151
	85,777	88,732	91,025			
Level B	58,648					
Entry Level	50,570 to 69,234					

Longevity

0 to 9 years	\$ -
Beginning Year 10	\$1,000
11	\$1,100
12	\$1,200
13	\$1,300
14	\$1,400
15	\$1,500
16	\$1,600
17	\$1,700

Longevity

Beginning Year 18	\$1,800
19	\$1,900
20	\$2,000
21	\$2,100
22	\$2,200
23	\$2,300
24	\$2,400
25	\$2,500

Revised 3/30/06

Appendix C

Policy For Handling Requests for Accommodations

Light Duty vs. Accommodating Restrictions

The City of Ocean City has no Light Duty Policy. Requests to accommodate medical restrictions, both temporary and indefinite (formerly called permanent) will be handled on an individual basis, in accordance with the Americans with Disabilities Act (ADA) and the New Jersey Law Against Discrimination (NJLAD). This policy for handling requests for accommodating medical restrictions will be managed by the Personnel Division.

The Personnel Director will ensure that the appropriate Department Head or their designee, the employee making the request, and the employee's bargaining unit (if the employee is represented and if the employee chooses to involve the bargaining unit) are involved in this process. If the employee does not want to involve their bargaining unit, the Personnel Director will inform the employee of the obligation to inform the bargaining unit, and the Personnel Director will contact the Union President by telephone.

When A Request For An Accommodation Is Received

When an employee makes a request for an accommodation, or when an employee with an occupational injury has been released to work modified duty:

1. The request must be substantiated by a note from their personal physician.
2. The request must be sent to the Department Head, who then sends a copy to the Personnel Director.
3. If the doctor's note does not list the restrictions, and/or Personnel determines that more information is required about the restrictions, Personnel will either call or write the employee's personal physician. A copy of the employee's job description may accompany any such communication with the employee's personal physician.
4. Personnel will also request a projected length of time for the restrictions.
5. Once Personnel has sufficient information on the restrictions, they will schedule a meeting with the employee and their union representative, if the employee is represented and if the employee chooses to have union representation present, and the employee's manager.

Note: The parties agree to have their respective attorneys mutually resolve language changes in this policy

Meeting With The Employee

The purpose for this meeting is to ask the employee how they want to be accommodated. Personnel will take notes and will communicate that they will respond to the employee after they have had a discussion with management. How the employee wants to be accommodated will be taken into consideration when making a decision on how to handle this request.

Meeting With Department/Division Management

Once complete information is assembled on the nature of the medical restriction(s), the projected length of time the employee needs to be accommodated, and how the employee would like to be accommodated, Personnel will schedule a meeting with the employee's management. Personnel will ask if the Department/Division has work or a work assignment that can accommodate the employee's medical restrictions and that is a match for the employee's skills and abilities.

In the case of indefinite (permanent) restrictions, Personnel will ask if the Department/Division has a permanent vacancy that can accommodate the employee's medical restrictions and for which the employee is qualified. The law does not require that a job be created to provide such an accommodation, and the City of Ocean City does not want to create jobs for such purpose.

Personnel will also communicate with the other Department/Division Management to ask if they have any work or a work assignment for which the employee is qualified that would accommodate the employee's medical restriction(s).

If There Is No Accommodation

If there is no work or no work assignment that is available to accommodate the employee's medical restriction(s), the employee will stay out (paid leave first, then unpaid) until their personal physician releases them back to work with no restrictions.

During this period of time, when the employee is out because their restriction(s) cannot be accommodated, Personnel will:

1. Send them postings for open positions for which they are qualified, if the restrictions are indefinite (permanent).
2. Call or write to them if they become aware of work or a work assignment for which the employee is qualified and which would accommodate their medical restrictions, if the restrictions are temporary.

If There Is An Accommodation

If the Division/Department within which the employee works has work or a work assignment that can accommodate the employee's temporary work restriction(s), and for which the employee is qualified, the employee will return to work on that basis. The employee is obligated to keep management apprised of their medical progress and to see their personal physician for re-evaluation prior to the conclusion of the period of time that their physician projected that their restriction(s) would be in effect.

If There Is An Accommodation But In A Different Bargaining Unit

If work or a work assignment exists for which the employee is qualified and would accommodate their restriction(s), but it is governed by a different collective bargaining agreement from that covering the employee requesting the accommodation, the Personnel Director will schedule a meeting with representatives of both bargaining units. The purpose of the meeting is to begin to negotiate an agreement that will be satisfactory to both bargaining units, to management, and to the employee.

Ensuring That The Accommodation Is Within The Employee's Restriction(s)

If there is any question as to whether the work, that is about to be assigned in order to provide the accommodation, is permissible within the employee's medical restrictions, the work assignment can be sent to the employee's personal physician and/or a City Physician for approval.

Special Situations

An employee, for whom work in the Police Division is being considered as an accommodation, must fulfill the employment requirement of a background check and investigation.

The Pregnancy Disability Act is part of Title VII and provides that women, who are unable to work as a result of pregnancy, will be treated as any employee with a temporary disability and will not face employment discrimination.

(Date)

(Employee Name)
(Employee Address)

Dear :

RE: Accommodated Work Assignment

This will confirm our meeting of _____. In accordance with the attached medical restrictions, you will be accommodated effective (date) in the following manner:

This assignment is temporary and will be reviewed periodically. Please report to (supervisor) at (location) at (time) on (date) for further instructions.

This accommodated work assignment will be re-evaluated whenever one of the following occurs:

1. your work restrictions change.
2. your work assignment changes or ends.
3. the department/division's ability to accommodate you changes.
4. you are released to full duty.
5. you reach Maximum Medical Improvement.

Your work hours will be from _____ to _____, _____ days/week. Requests to leave work early or to come in late must be submitted and approved by (accommodation supervisor). Please keep your (accommodation supervisor) informed of your schedule regarding doctor appointments, physical therapy, etc. If you will not be coming in to work for the day, you must call _____.

(Your normal work supervisor) will handle the paperwork involved with your accommodated work assignment, such as time sheets, leave slips, and the authorized medical provider's return to work reports. Please be sure to submit all paperwork in a timely and accurate manner.

(The following paragraph is used in Workers' Compensation cases):

If you refuse this accommodated work assignment without a verifiable medical reason, your benefits under Workers' Compensation may be adversely affected. If you believe that the accommodated work assignment is in excess of the authorized medical provider's suggestion, or if you believe that the accommodated work assignment may aggravate your condition, please let me know.

Sincerely,

Joann Cioeta, Director
Personnel and Labor Relations
Attachment – Doctor's Note With Restrictions

c: Department Head
Division Manager
Scibal Adjuster (if WC)

APPENDIX D

**Page 30 of the Health Benefits Plan Document
For the Management Employees of the City of Ocean City of Ocean City
Page 17 of the Health Benefits PLUS Plan Document**

Prescription Drug Benefits

Deductible or Copayment

The deductible or copayment is applied to each covered pharmacy drug charge and is shown in the Summary of Benefits. The deductible amount is not a covered charge under the Medical Plan, unless specifically illustrated in the Plan. Any one prescription is limited to a 34-day supply.

Mail Order Drug Benefit Option

The mail order drug benefit option is available for maintenance medication (e.g. those that are taken for long periods of time prescribed for heart disease, high blood pressure, asthma, etc.)

The deductible or copayment is applied to each covered mail order prescription charge and is the same as illustrated in the Summary of Benefits. It is not a covered charge under the Medical Plan. Any one prescription is limited to a 90-day supply.

Limits of This Benefit

This benefit applies only when a Covered Person incurs a covered prescription drug charge. The covered drug charge for any one prescription will be limited to:

1. Refills only up to the number of times specified by a Physician.
2. Refills up to one year from the date of order by the Physician.

Generic Substitution

For both the retail and the home delivery pharmacy components of the prescription drug benefit program, generic drugs may be substituted for brand-name drugs, unless the physician specifies otherwise. In addition, even if a physician or an authorized prescriber requests no substitution, the claims administrator may call the physician and suggest that a generic drug be substituted. Substitution of a generic drug will be subject to the approval of the covered person's physician or authorized prescriber.

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