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AGREEMENT
BETWEEN
THE CITY OF OCEAN CITY, NEW JERSEY
AND THE
OCEAN CITY
MIDDLE MANAGEMENT / PROFESSIONAL EMPLOYEES'
ASSOCIATION

January 1, 1995 to December 31, 1996

**Ocean City
Middle Management/Professional Employees'
Association**

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PREAMBLE

THIS AGREEMENT entered into this 28th day of April, 1995, 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 as to 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 **Manager** of Public Works Operations, **Manager** of Capital Planning, Coordination, Construction and Contract Services, **Manager** of Public Facilities, **Manager** of Public Works Administration & Public Transportation, **Manager** of Property Assessment, **Manager** of Tax Billing & Collection, **Manager** of Centralized Purchasing and Contract Management, **Manager** of Municipal Court, **Manager** of Municipal Clerk's Office, **Manager** of Fire Protection & Protective Services, **Manager** of the Uniform Construction Code, **Manager** of Recreational Programs, **Manager** of Aquatic Center, **Manager** of Planning & Community Development, **Manager** of Public Relations, **Manager** of Motorized Equipment, **Manager** of Environmental Services, **Manager** of General Budgetary Accounting, Fiscal Control & Reporting, **Manager** of Public Information, **Manager** of Municipal Welfare, and **Project Manager** but excluding all other employees of the City.

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:

ARTICLE IV - GRIEVANCE PROCEDURE

Step one: The aggrieved or the Association shall institute action under the provisions hereof within sixty (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 sixty (60) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within twenty (20) calendar days after the initial discussion with his/her Department Head, the employee or the Association may present the grievance in writing within fifteen (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 thirty (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.

ARTICLE IV - GRIEVANCE PROCEDURE

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.

ARTICLE IV - GRIEVANCE PROCEDURE

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 PROVISION

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 short duration for illness or 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 one hundred eighty (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.

ARTICLE VIII-EXTENDED LEAVES OF ABSENCE

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), 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.

ARTICLE VIII-EXTENDED LEAVES OF ABSENCE

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 thirty (30) days (if possible) prior to commencement except for maternity leave which requires at least ninety (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;

ARTICLE VIII-EXTENDED LEAVES OF ABSENCE

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 A salary guide shall be established for each Management/Professional position as described in Appendix B at the end of this 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 In addition to salaries and longevity guaranteed in Appendix B, employees of the unit shall be afforded the following:

10.3.1 Merit Pay

10.3.1.1 The amount of money available for disbursement as merit pay for 1995 will be based on 1% of the aggregate 1995 base salaries of OCMPEA members as of January 1995.

10.3.1.2 The amount of money available for disbursement as merit pay for 1996 will be based on 1% of the aggregate 1996 base salaries of OCMPEA members as of January 1996.

10.3.1.3 New members and/ or new hires that on the City payroll forty five (45) days prior to the submittal date of goal setting shall be eligible to participate in the program that year.

10.3.1.4 In order to be eligible for receipt of merit pay, participants shall complete their goal by November 30 and shall be employed by the City on November 30.

ARTICLE X - COMPENSATION (continued)

10.3.1.5 The 1/3 of the aggregate base salaries shall be divided by the number of participants to determine the merit pay per member. All monies shall be disbursed each year. No monies shall be carried over into a following year.

The following schedule was set for the merit system for 1995:

- May 1, 1995 All goals to be set for the year 1995 and copies sent to the Administration and Association.
- May 15, 1995 All goals to be reviewed by the merit committee. Committee consists of Richard W. Deaney, Michael Dattilo, Georgia Arnold, Donna Breeden, and William Colangelo.
- May 30, 1995 Problems with any goals to be resolved by Merit Committee.

Conferences shall be held between the employee and their department head approximately every sixty (60) days to discuss how the employee is progressing on their goals.

- November 30, 1995 All goals to be completed.
- December 15, 1995 Department head reviews and signs off on goals.
- December 31, 1995 Check off form certified by Administration and Association.

Merit Pay for 1995 completed goals paid out in second payday in January 1996.

ARTICLE X - COMPENSATION (continued)

The following schedule was set for the merit system for 1996:

- February 15, 1996** All goals to be set for the year 1996 and copies sent to the Administration and Association.
- March 1, 1996** All goals to be reviewed by the merit committee.
- March 15, 1996** Problems with any goals to be resolved by Merit Committee.

Conferences shall be held between the employee and their department head approximately every sixty (60) days to discuss how the employee is progressing on their goals.

- November 30, 1996** All goals to be completed.
- December 15, 1996** Department head reviews and signs off on goals.
- December 31, 1996** Check off form certified by Administration and Association.

Merit Pay for 1996 completed goals paid out in second payday in January 1997.

10.3.1.6 Forms for Merit Pay submittal and certification are located in Appendix C of this contract.

ARTICLE X - COMPENSATION (continued)

10.3.2 Performance Pay

10.3.2.1 The City shall annually budget for performance pay based upon cost saving ideas, plans or programs developed by member(s) of the unit and implemented by administration.

Money generated shall be determined by the following formulas:

2%	0	\$250,000	\$5,000 maximum
3%	\$251,000	\$500,000	\$15,000 maximum
4%	\$501,000	\$750,000	\$30,000 maximum
5%	\$751,000	\$1,000,000	\$50,000 maximum

10.3.2.2 Distribution of income generated, if any, shall be determined solely by the OCMM/PEA.

10.3.3 Deferred Compensation. Effective January 1, 1996, the City will annually match OCMM/PEA employee contributions to the Ocean City deferred compensation plan, as administered according to State law and Ocean City Policy, to a maximum of two hundred (\$200) dollars per employee.

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 fifteen (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 one hundred eighty (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 fifteen (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.

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

The following Management/Professional employee shall receive either the sum of \$35,000.00 or the amount calculated by the above schedule for years of service, whichever is greater.

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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 ninety (90) calendar days of notice of their intention to retire.

ARTICLE XII - RETIREMENT COMPENSATION AND HEALTH BENEFITS

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 twenty-five (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 twenty-five (25) years of full time service with state or local government shall receive a fifty (50%) percent 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 twenty-five (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 said coverage by the City.

12.2.5 A management/professional who retires on or after the signing of this Agreement with twenty-five (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.

ARTICLE XII - RETIREMENT COMPENSATION AND HEALTH BENEFITS (continued)

12.2.6 Medical coverage for employees who retire with twenty five (25) years of service shall not extend beyond the employee attaining the age of sixty-five (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 sixty-five (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 twenty thousand (\$20,000.00) dollars per illness/injury.

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 \$3,000 (1995)/ \$4,000 (1996) and 100% thereafter, surgical fees, office visits, yearly pediatric well care visits, including immunizations, for children up to twelve (12) years of age with a maximum yearly benefit of \$100.00 per child and dental coverage for the member and his/her family to include orthodontics at a maximum benefit of \$1,500.00.

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. Single procedures that cost more than \$500 and multiple procedures for a single medical problem or continuing care which collectively cost more than \$1,000 require notification.

ARTICLE XIII - INSURANCE, HEALTH AND WELFARE (continued)

13.3 The City shall provide a prescription drug plan (\$6.00 co-pay name brand and \$2.00 co-pay generic) for the individual member and his/her family. The co-pay is ineligible for reimbursement through the major medical part of the health plan.

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 twenty-five thousand (\$25,000.00) dollar 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 employee shall be entitled to fourteen (14) paid holidays, two (2) of which shall be designated as "floating" holidays.

* For purposes of calculating "Time Off", one (1) day equals eight (8) hours.

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 ninety (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 (with City)	Notification Required	Severance Allowance*
1 - 4.99	45 day min.	90 days pay
5 - 9.99	45 day min.	120 days pay
	45 days + additional 30 days	90 days*pay
10 - 14.99	45 day min.	150 days pay
	45 days + additional 60 days	90 days pay
15 or more	45 day min.	180 days pay
	45 days + additional 90 days	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 that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with State Law.

ARTICLE XVII - DUES CHECKOFF AND REPRESENTATION FEE

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 eighty-five (85%) percent 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 paychecks 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

ARTICLE XVII - DUES CHECKOFF AND REPRESENTATION FEE

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.

ARTICLE XVII - DUES CHECKOFF AND REPRESENTATION FEE

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 thirty (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. 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 one hundred (100%) percent 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.

ARTICLE XIX - EDUCATION AND TRAINING

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 twenty-five (\$25.00) dollars per day. Expenses shall be verified by receipt and shall not include the cost of alcoholic beverages.

19.2.6 The appointing authority⁶ 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.

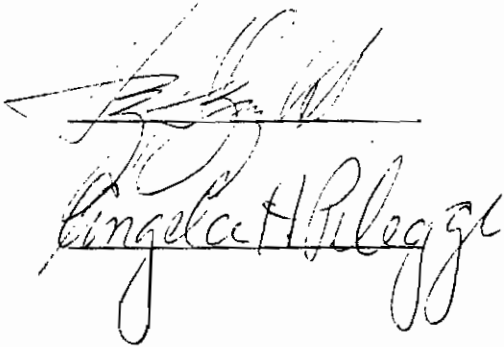
ARTICLE XX

DURATION

This Agreement shall be in full force and effect as of January 1, 1995 and shall remain in effect to and including December 31, 1996 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) 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 28th day of April, 1995.

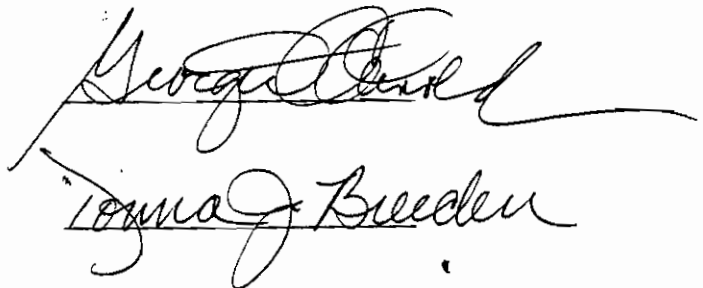
FOR THE CITY:



Angelica H. Pellegrino

(Attest the above signatures)

FOR THE ASSOCIATION:



George D. Breen

(Attest the above signatures)

Appendix A

Title/Position Listing

Manager of Public Works Operations,
Manager of Capital Planning, Coordination, Construction and Contract Services,
Manager of Public Facilities,
Manager of Public Works Administration & Public Transportation,
Manager of Property Assessment,
Manager of Tax Billing & Collection,
Manager of Centralized Purchasing and Contract Management,
Manager of Municipal Court,
Manager of Municipal Clerk's Office,
Manager of Fire Protection & Protective Services,
Manager of the Uniform Construction Code,
Manager of Recreational Programs,
Manager of Aquatic Center,
Manager of Planning & Community Development,
Manager of Public Relations,
Manager of Motorized Equipment,
Manager of Environmental Services,
Manager of General Budgetary Accounting, Fiscal Control & Reporting,
Manager of Public Information,
Manager of Municipal Welfare,
Project Manager

Appendix B

Salary Guide

LEVEL A	I	II	III	IV	V	VI	VII	VIII	IX
1995	47,425	49,041	50,658	52,276	54,097	55,511	57,454	59,413	63,332
1996	48,500	49,559	51,247	52,937	54,628	56,531	58,008	60,039	62,086
LEVEL B	I	II	III	IV	V	VI	VII	VIII	IX
1995	32,657	33,817	34,883	35,997	38,224	42,082	43,426	46,114	47,151
1996	33,392	34,127	35,339	36,453	37,617	39,944	43,976	45,380	48,189

LONGEVITY

0 - 9 YRS	\$ 0
10 - 14 YRS	\$1,000
15 - 19 YRS	\$1,500
20 + YRS	\$2,000

NOTE:

- For 1995 the Fire Chief shall be paid a base salary of \$67,252
- For 1996 the incumbent Fire Chief and Code Enforcement Officer shall receive an annual base salary increase of 4.5%, if still employed by the City.

SALARY ADJUSTMENTS

- Effective January 1, 1995, the Manager of Motorized Equipment shall be placed on Step A-1 of the 1995 Salary Guide
- Effective January 1, 1995, the Manager of Public Information shall be placed on Step B-1 of the 1995 Salary Guide.
- The Manager of Municipal Welfare shall receive salary increases as follows:
 - From 01-01-95 through 09-30-95, inclusive: \$29,385
 - From 10-01-95 through 03-31-96, inclusive: Step B-1 of the 1995 Salary Guide
 - From 04-01-96 through 12-31-96, inclusive: Step B-2 of the 1996 Salary Guide

APPENDIX C

CITY OF OCEAN CITY, NJ

MID-MANAGER MERIT PAY GOAL AND OBJECTIVE STATEMENT FORM

Name of Manager: _____

Title: _____
(As appears in recognition clause)

Department: _____

Department Head's Name: _____

Evaluation Period: _____

Goal: _____

Mid-Manager's Signature

Date

CITY OF OCEAN CITY, NJ

MID-MANAGER/ DEPARTMENT HEAD
MERIT AGREEMENT FORM

NAME OF MANAGER: _____

DEPARTMENT HEAD'S NAME: _____

EVALUATION PERIOD: _____

Department Head Signature

The signature of the Department Head indicates establishment of specified goals and objective for the Mid-Manager. Furthermore, satisfactory discussion has occurred between the two (2) parties and the stated goals and objectives have been accepted by the Department Head and will be evaluated during the fixed time period. Review and conferences on the status of the goals and objectives will be held between the Department Head and Mid-Manager every sixty (60) days during the evaluation period. Review and determination of satisfactory completion of the goals and objectives shall be performed by the Department Head within fifteen (15) days after the conclusion of the evaluation period. Work accomplished and related grading will be based on a pass/ fail criterion.

Mid-Manager's Signature

The signature of the Mid-Manager indicates acceptance of the goals and objectives for the evaluation period.

Merit Committee Signatures

Signatures of the Merit Committee members shall indicate review of the Mid-Manager's goal and objective has been performed within fifteen (15) days of the deadline for submittal and has the support of the Merit Committee.

Department Head Approval

Signature: _____ Date: _____

Mid-Manager Approval

Signature: _____ Date: _____

Merit Committee Signatures

Name: _____ Signature: _____ Date: _____

(print)

Name: _____ Signature: _____ Date: _____

(print)

Name: _____ Signature: _____ Date: _____

(print)

Name: _____ Signature: _____ Date: _____

(print)

Name: _____ Signature: _____ Date: _____

(print)

CITY OF OCEAN CITY, NJ

MERIT PAY CERTIFICATION OF COMPLETION FORM

NAME OF MANAGER: _____

DEPARTMENT HEAD'S NAME: _____

EVALUATION PERIOD: _____

Please indicate by marking in the appropriate box the results of the manager's goals and objectives evaluation.

PASS

The Mid-Manager **has** satisfactorily completed goals and objectives established at the start of the evaluation period.

FAIL

The Mid-Manager **has not** satisfactorily completed goals and objectives established at the start of the evaluation period.

Comments providing reason for failing evaluation must be prepared by the Department Head

COMMENTS: _____

Department Head Signature _____ **Date** _____

Mid-Manager Signature _____ **Date** _____

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