

**A G R E E M E N T**

**Between**

***CITY OF OCEAN CITY***

**And**

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

**January 1, 2003 to December 31, 2005**

# Ocean City Middle Management/Professional Employees' Association

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## **PREAMBLE**

THIS AGREEMENT entered into this 28th day of July, 2003, 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 Manager of Public Works Operations, Manager of Capital Planning, Coordination, Construction and Contract Services, Manager of Public Works Personnel and Public Facilities, Manager of Public Transportation and Public Works Operations Revenue, Manager of Property Assessment, Manager of Tax Billing & Collection, Manager of Centralized Purchasing and Contract Management, Manager of Municipal Court Operations, 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 Community Services Operations, Manager of Motorized Equipment, Manager of Environmental Services, Manager of General Budgetary Accounting, Fiscal Control & Reporting, Manager of Public Information, Manager of Municipal Welfare, Manager of Management Information Systems (M.I.S.), Manager of Economic Development, 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:

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.

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 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.

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 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;

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 the new 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 \$45,000, with a maximum of one dollar less than the first step of the salary guide in 2003, 2004, or 2005.

10.1.3 Employees hired in the entry-level category shall receive the entry-level salary for a period of six (6) months. At the conclusion of six (6) months, the employee may be placed at a negotiated step on the regular salary guide.

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.

10.3.4 No requests for adjustments will be considered earlier than six months subsequent to the signing of this Agreement.

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 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 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 ninety (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 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 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.

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 \$4,000) 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 \$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 \$2,500.00 effective 1/1/03; \$3,000.00 effective 1/1/04.

\* Effective after contract signing.

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 Procedures that require mandatory pre-notification are those contained in the “Standard Pre-Notification List” in the “Employee Health Care Plan Summary.”

13.2.1.2.1 Effective 10/1/03 Monthly Health Care Contributions of \$42.00 will be deducted from employees’ gross pay.

13.3 The City shall provide a prescription drug plan for the individual member and his/her family, with the following co-pays that are effective the first of the month following the signing of this Agreement: generic – 0; formulary brand name - \$10; non-formulary brand name - \$20. 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:

<b>Years</b>	<b>Notification Required</b>	<b>Severance</b>
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 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 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 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. 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 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.

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 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**

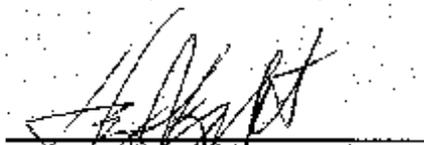
**DURATION**

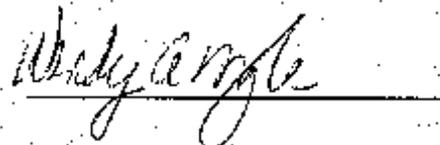
This Agreement shall be in full force and effect as of January 1, 2003, and shall remain in effect to and including December 31, 2005, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, 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.

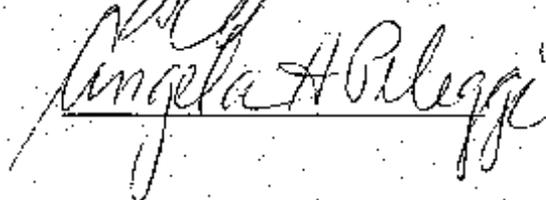
IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at the City of Ocean City, New Jersey on this 28th day of July, 2003.

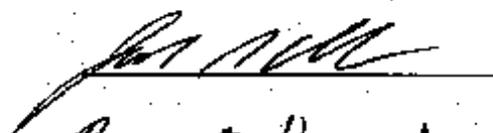
FOR THE CITY:

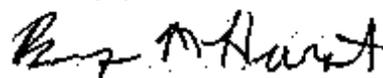
FOR THE ASSOCIATION:

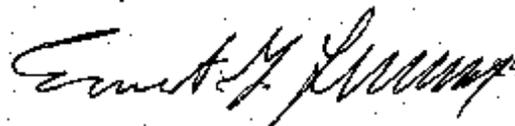




  
Angela A. Pellegrino







**Appendix A**  
**Title/Position Listing**

Manager of Public Works Operations  
Manager of Capital Planning, Coordination, Construction & Contract Svcs.  
Manager of Public Works Personnel and Public Facilities  
Manager of Public Transportation & Public Works Operations Revenue  
Manager of Property Assessment  
Manager of Tax Billing & Collection  
Manager of Centralized Purchasing and Contract Management  
Manager of Municipal Court Operations  
Manager of Community Services Operations  
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  
Manager of Management Information Systems (M.I.S.)  
Manager of Economic Development  
Project Manager

**Appendix B  
Salary Guide**

**Section 6, Schedule 1 Middle Management**

**1      2      3      4      5      6      7      8      9**

Effective 1/1/2003 (26 pay dates)

<b>Level A</b>	57,291	59,096	63,105	64,465	66,634	68,806	70,980	73,424	75,322
<b>Level B</b>	50,188								
<b>Entry Level</b>	45,000	to	57,290						

Effective 1/1/2004 (27 pay dates)

<b>Level A</b>	59,468	61,341	65,503	66,914	69,166	71,421	73,677	76,214	78,184
<b>Level B</b>	51,188								
<b>Entry Level</b>	45,000	to	59,467						

Effective 1/1/2005 (26 pay dates)

<b>Level A</b>	61,609	63,550	67,861	69,323	71,656	73,992	76,329	78,958	80,998
<b>Level B</b>	52,188								
<b>Entry Level</b>	45,000	to	61,608						

**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)

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