

A G R E E M E N T

Between

CITY OF OCEAN CITY

and

COMMUNICATIONS WORKERS OF AMERICA

AFL-C10, LOCAL 1032

January 1, 2009 to December 31, 2011

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PREAMBLE

THIS AGREEMENT entered into this ____ day of January 2009, 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 Communications Workers of America, AFL-C10, hereinafter referred to as the "Union", represents the complete and final understanding on all bargainable issues between the City and the Union.

WHEREAS, the purpose of mutual understanding and order that a harmonious relationship may exist between the City and the Union 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 Union 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 Communications Workers of America, AFL-C10, hereafter known as CWA, Local 1032, as the exclusive negotiating representative for collective negotiations concerning the terms and conditions of employment for middle management and professional employees employed by the City including the titles in Appendix A.

**ARTICLE II
LEGAL REFERENCE**

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

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

**ARTICLE III
MANAGEMENT RIGHTS**

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

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

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

ARTICLE IV GRIEVANCE PROCEDURE

4.1 The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

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

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

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

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

Step Three: If the grievance is not settled through Steps One and Two, either party shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the City and the Union. 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 Union 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 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 Union.

**ARTICLE V
ASSOCIATION RIGHTS**

5.1 During negotiations, the Union's representatives so authorized by the Union, 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 impose any disciplinary actions against any unit member without just cause.

**ARTICLE VII
TEMPORARY LEAVES**

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

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

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

**ARTICLE VIII
EXTENDED LEAVES OF ABSENCE**

8.1 Leaves with Pay

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

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

Worker's Compensation Benefits: If an injured worker is disabled for a period of more than seven (7) days, he/she will be eligible to receive temporary disability benefits at a rate of 70% of their average weekly wage, not to exceed the maximum rate or fall below the minimum rate set by statute in effect during the year of accident.

These benefits are provided during the period when the worker is unable to work and

is under active medical care. (Chapter XV of Title 34 of the revised Statutes of the State of New Jersey).

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

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

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

Should a disagreement be found in the physicians' opinions, the City or the employee requests a third, impartial examination. The results of the examination shall be conclusive and binding on the issue of mental/physical capacity to return to work.

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

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

8.2 Leaves Without Pay

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

Personnel rules.

- 8.2.2 Periods of absence shall not exceed those provided by N.J.A.C.4A. No further renewal or extension may be granted except upon request by the appointing authority and written approval of New Jersey Department of Personnel.
- 8.2.3 With the exception of leaves controlled by the Family Leave Act - Chapter 261 (P.L. of New Jersey 1989), leaves of absence shall be requested by employees in writing at least 30 days (if possible) prior to commencement except for maternity leave which requires at least 90 days (if possible) prior to starting the leave.
- 8.2.4 The City shall pay all benefits not to exceed three (3) months; thereafter, if additional leave is granted and taken, the employee may elect to retain said benefits and, if so, he/she shall reimburse the City for the cost incurred.
- 8.2.5 Medical Leave of Absence - The City retains the right to place an employee on a medical leave of absence for any one of the following reasons:
 - 8.2.5.1 Whenever the employee's physical or mental condition adversely affects his/her ability to continue to provide effective job performance.
 - 8.2.5.2 The physical or mental condition would impair the employee's health if permitted to continue working.
- 8.2.6 The process to determine whether an employee is physically/mentally capable to continue work or return to work is:
 - 8.2.6.1 The City's physician and the employee's physician agree to the employee's capabilities, or;
 - 8.2.6.2 Should a disagreement be found in the physicians' opinions, the City or employee requests a third, impartial examination. The expense of such

examination shall be borne equally by the employee and the City. The results of the examination shall be conclusive and binding on the issue of mental/physical capacity to return to or continue working.

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

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

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

ARTICLE IX WORKING HOURS

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

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

of employees supervised, work schedules may be adjusted accordingly to reflect equity.

ARTICLE X COMPENSATION

10.1 The salary guide for years 2009 through 2011 is affixed as Appendix B at the end of this Agreement.

10.1.1 At its option, management may hire middle management employees by placing them on any level on the Salary Guide in Appendix B.

10.1.2 For anyone hired on or after January 1, 2009, the salary range is defined as \$45,000 to \$90,000 with nine levels. Effective January 1, 2010, the salary range shall be increased annually in accordance with the agreed-upon annual salary increase. Longevity has been eliminated for any hire on or after January 1, 2009.

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 CWA, Local 1032, Salary Adjustment Committee (SAC). Said letter shall include, but not be limited to the following information:

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

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

10.3.3 Desired adjustment.

10.4 The CWA, Local 1032, Salary Adjustment Committee (SAC) shall meet with the employee no later than ten (10) working days of receipt of the written request for adjustment.

10.5 The Salary Adjustment Committee (SAC) 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 Salary Adjustment Committee (SAC) 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 notify the Salary Adjustment Committee (SAC) of his/her decision in writing within 60 calendar days of receipt of the request. If the adjustment is granted, the notification shall include the amount of the salary increase and the date it will be implemented.

10.8 If the SAC disagrees with the Business Administrator's decision, it may file a grievance within 60 calendar days after the receipt of the Business Administrator's decision. The grievance shall proceed directly to Step 2 of the grievance procedure.

10.9 The CWA, Local 1032, Salary Adjustment Committee (SAC) shall respond, in writing, to the Business Administrator within ten (10) work days of receipt of said request.

ARTICLE XI SICK LEAVE

11.1 Amount of Sick Leave

11.1.1 During the first year of employment only, each Management/Professional employee

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

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

11.2 Verification and Record Keeping

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

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

**ARTICLE XII
RETIREMENT COMPENSATION AND HEALTH BENEFITS**

12.1 Retirement Compensation

12.1.1 Management/professional employees shall receive retirement compensation based on

the following percentages of their last year's salary or compensation, inclusive of longevity, to be paid in a lump sum or any other method of payment mutually agreed upon by the retiree(s) and the City.

Unit Members as of December 31, 1999:

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

Unit members from January 1, 2000:

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

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

12.2 Retirement Health Benefits

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

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

12.2.3 A management/professional employee who retires with ten (10) years of service with the City and 25 years of full time service with state or local government shall receive a 50% contribution from the City towards the cost of the health benefits program provided by the City.

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

12.2.5 A management/professional who retires on or after the signing of this Agreement

with 25 or more years of service with the City of Ocean City shall receive prescription benefits with a 1/3 co-pay for the retiree and his/her family.

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

12.2.6.1 If a retired management/professional employee dies prior to reaching the age of 65, the City shall continue the health benefit coverage entitlement for the retiree's spouse until his/her death or remarriage and for the retiree's children until each reaches his/her 21st birthday.

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

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

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

*Defined as the Health Plan provided by the City

**ARTICLE XIII
INSURANCE, HEALTH AND WELFARE**

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

13.2 The City shall provide a comprehensive health benefit program including hospitalization, medical treatment, major medical coverage (80% of the first \$5,000) and 100% thereafter, surgical fees, office visits, yearly pediatric well care visits, including immunizations, for children up to 12 years of age with a maximum yearly benefit of \$400.00 per child. Effective January 1, 2009, dental coverage for the member and his/her family at a maximum of \$1,750 annually, and including orthodontics at a maximum lifetime benefit of \$3,000 per individual family member. All of these benefits are in accordance with the Management Plan Document.

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

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

13.2.1.2 A Summary of Benefits from the Health Benefits Plan Document for the Management employees of the City of Ocean City shall be affixed as Appendix D of this Bargaining Agreement. Appendix D also contains

revised page 30 of the Plan Document which refers to the maximum allowable number of days for a retail prescription and a mail order prescription.

13.2.1.2.1 Monthly Health Care Contributions

Effective February 1, 2009, monthly health care contributions of \$60.00 will be deducted from employees' gross pay.

Effective January 1, 2010, monthly health care contributions of \$65.00 will be deducted from employees' gross pay.

Effective January 1, 2011, monthly health care contributions of \$74.00 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:

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

13.4 The City shall provide an eye care plan for the employee and his/her family. Effective January 1, 2009, vision coverage shall be 1/3 co-pay with a maximum annual benefit of \$750 for family and employee-plus-one coverage, and \$500 for single coverage.

13.5 Effective January 1, 2009, or as soon thereafter as possible, the existing health insurance coverage and prescription coverage shall be converted to State Health Benefits Program in accordance with the terms, conditions and policies of insurance offered under those plans. The base plan will be the NJ Direct 10; other options at employee's choice.

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

13.7 If the City desires to change any of the present plans, provisions or carriers and the other bargaining units in the City agree to the change(s), CWA, Local 1032, 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 Union three months in advance or as soon as possible.

ARTICLE XIV TIME OFF

14.1 Vacations

14.1.1 Management and professional employees shall receive paid vacations in accordance

with the following schedule:

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

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

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

14.2 Holidays

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

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

**ARTICLE XV
PROFESSIONAL LIABILITY INSURANCE**

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

**ARTICLE XVI
SEVERANCE AGREEMENT**

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

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

Years	Notification Required	Severance
1-4.99	45 day min.	90 days pay
5-9.99	45 day min.	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 CWA, Local 1032, in equal installments, bi-weekly, and to forward said amount to the Treasurer of CWA, Local 1032, 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 Union 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 Union

for that membership year. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Union as majority representative.

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

17.2.3 In order to adequately offset per capita cost of service rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members. Therefore, the representation fee may be set up to 85% of that amount as the maximum currently allowed by law. If the law is changed in this regard, the amount of representation fee will automatically be adjusted to the maximum allowed, with said increase to become effective as of the beginning of the Union 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 Union will submit to the City a list of those employees who have not become Union 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 Union.

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 Union 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 year 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 Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

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

17.7 The Union 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

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

**ARTICLE XIX
EDUCATION AND TRAINING**

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

19.1.1 Setting Goals and Objectives

19.1.2 Evaluating Personnel

19.1.3 Developing Leadership Skills

19.1.4 Budgeting Effectiveness

19.1.5 Measuring Work Accomplishment

19.1.6 Communicating Results

Further, it is recognized that Education and Training is an important component of a sound plan for meeting the City's future challenges and must be properly funded. Effective January 1, 1998, each Department will budget \$500.00 per year for each unit employee in that Department, for training. Approval for training expenditures shall be subject to the criteria in this article of the

Agreement. There is a wide range of training and education tools available to help the City's training needs: for example, seminars, conferences, in-house training, college programs, on-the-job training, reading material and video programs.

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

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

- 19.2.2 The City shall encourage skill enhancement and other job related education and training and shall facilitate such training as follows: Time off shall be granted by the City upon approval of the immediate Department Head. Fees for approved seminars and conferences shall be borne by the City. Other essential costs such as parking and course materials shall also be borne by the City.
- 19.2.3 In the event that an employee is required to use his/her automobile in a mandated job related activity, he/she shall be compensated at the current I.R.S. rate per mile plus tolls.
- 19.2.4 The City shall reimburse all unit members for overnight lodging for all approved training seminars or conferences that are multiple-day programs providing said costs are approved in advance by the Department Head and further provided said seminar location is more than one hour from Ocean City.
- 19.2.5 The City shall reimburse all unit members for reasonable meal expenses incurred while attending approved meetings, training sessions, seminars and conferences. Meal expenses shall be approved up to \$25.00 per day. Expenses shall be verified by receipt and shall not include the cost of alcoholic beverages.
- 19.2.6 The Mayor may grant extended education leave without pay for the purpose of obtaining training that is of direct value to the local government. Approved education leave will not be deducted from a unit member's seniority.
- 19.2.7 To expand knowledge of labor practices and/or medical cost containment practices,

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

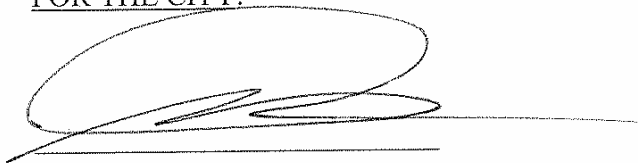
19.2.8 Effective January 1, 2009, a member who achieves a Bachelor's Degree or a Master's Degree shall be entitled to a one-time stipend of \$1,000, and a member who acquires a professional license required by their job shall receive a one-time stipend of \$500.

**ARTICLE XX
DURATION**

This Agreement shall be in full force and effect as of January 1, 2009, and shall remain in effect through December 31, 2011, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than 150 nor no later than 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 23rd day of January, 2009.

FOR THE CITY:



John P. MacIntyre

FOR THE UNION:

Paul Flegant, PWA LOCAL 1032

Russell



Ruth L. Barrett
CWA Representative

**Appendix A
Article I
Recognition**

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

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

Appendix B
2009–2011 CWA, Local 1032, Salary Guide

FOR EMPLOYEES HIRED PRIOR TO JANUARY 1, 2009

3.85% Effective 1/12009 (26 Pay Dates)

	1	2	3	4	5	6	7	8	9
Level A	71,901	74,166	79,197	80,904	83,626	86,352	89,080	92,148	94,529
Level B	60,906								

3.90 % Effective 1/1/2010 (26 Pay Dates)

Level A	74,705	77,058	82,286	84,059	86,888	89,720	92,554	95,742	98,216
Level B	63,281								

3.80% Effective 1/1/2011 (26 Pay Dates)

Level A	77,544	79,986	85,412	87,253	90,190	93,130	96,071	99,380	101,948
Level B	65,686								

FOR NEW EMPLOYEES HIRED ON/OR AFTER TO 1/1/2009

Effective 1/1/2009 (26 Paydates)

Level A	45,000	50,625	56,250	61,875	67,500	73,125	78,750	84,375	90,000
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3.90% Effective 1/1/2010

Level A	46,755	52,599	58,444	64,288	70,133	75,977	81,821	87,666	93,510
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3.80% Effective 1/1/2011 (26 Pay Dates)

Level A	48,532	54,598	60,665	66,731	72,798	78,864	84,930	90,997	97,063
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Level A Titles

Manager of:

Buildings + Grounds
 Capital Planning, Coordination, Construction and Contract Services
 Centralized Purchasing and Contract Management
 City Engineer
 Communication Manager
 Economic Development Program/Special Projects
 General Budgetary & Capital Accounting, Fiscal Control & Reporting
 Information Technology
 Municipal Code Enforcement
 Planning and Community Development
 Project Manager
 Project Manager and CAD Specialist
 Property Assessment
 Public Relations
 Public Transportation, Parking & Revenue Collection
 Public Works Operations
 Recreation
 Tax Billing & Collection, and Beach Fee Program Administration
 Uniform Construction Code
 Zoning and Land Development

Level B Titles

Manager of:

Social Services

FOR EMPLOYEES HIRED PRIOR TO 1/1/2009
LONGEVITY

0 TO 9 YEARS \$ -0-

BEGINNING YEAR:

10	\$1,000
11	\$1,100
12	\$1,200
13	\$1,300
14	\$1,400
15	\$1,500
16	\$1,600
17	\$1,700
18	\$1,800
19	\$1,900
20	\$2,000
21	\$2,100
22	\$2,200
23	\$2,300
24	\$2,400
25	\$2,500

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,

Personnel and Labor Relations

Attachment – Doctor's Note With Restrictions

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