

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION 23-60-192

AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT
WITH THE COMMUNICATION WORKERS OF AMERICA AFL-CIO, LOCAL NO. 1032

WHEREAS, the Communication Workers of America AFL-CIO, Local No. 1032 and the City of Ocean City have completed collective bargaining and have formulated the terms of an agreement from January 1, 2023 through December 31, 2027; and

WHEREAS, the Communication Workers of America AFL-CIO, Local 1032 voted to accept the terms of the agreement as negotiated by their representative; and

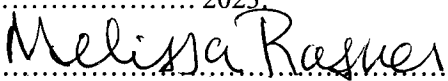
WHEREAS, City Council previously ratified a Memorandum of Agreement with CWA 1032 outlining the terms of the agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that the Mayor and City Clerk be authorized to execute the collective bargaining agreement as negotiated with the Communication Workers of America AFL-CIO, Local 1032 January 1, 2023 through December 31, 2027.


Peter V. Madden, Council President

Offered by COUNCILMAN CROWLEY Seconded by COUNCILMAN WINSLOW

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


City Clerk

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

AGREEMENT

Between

CITY OF OCEAN CITY

And

**COMMUNICATIONS WORKERS OF AMERICA LOCAL 1032,
AFL-CIO**

January 1, 2023 through December 31, 2027

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PREAMBLE

THIS AGREEMENT entered into this day of 2023, 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 Local 1032, AFL-CIO, 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 City and Union to the end that a continuous and efficient service be rendered to and by both parties for the benefit of both; 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 1
RECOGNITION

- 1.1 The City of Ocean City, New Jersey recognizes the Communications Workers of America, AFL-CIO, 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.
- 1.2 The City agrees not to enter into any other Agreement or Contracts with Bargaining Unit members who are covered hereunder, individually or collectively, which in any way conflict with the terms and provisions of this Agreement.

ARTICLE 2
LEGAL REFERENCE

- 2.1 Nothing contained herein shall be construed to deny or restrict any unit member such rights as they 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 3
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, and other national, state, or county law or administrative code.

ARTICLE 4
Union Rights / WDEA

4.1 Access

A. Union officials shall have access to the premises to investigate and discuss grievances and/or other workplace-related issues, and other electronic communications or meeting tools for other purposes related to the role of the Union as exclusive representative.

B. Union officials shall also have access during lunch and non-work breaks to conduct worksite meetings.

C. The Union shall provide the City, in writing, with the names of duly authorized representatives who may require such access, and wherever possible, such representatives shall provide notice to the designated City management. The rights set forth in Sections A through C shall be exercised by the union reasonably and with minimum interference with to the operations of the City, except as otherwise required by law and the Union will provide the City with as much notice as possible to avoid disruption of the workflow.

D. The Union has the sole right and discretion to designate shop stewards and specify their responsibility and authority to act for the Union.

4.2 Workplace Democracy Enhancement Act

A. The parties shall adhere to all regulations of the Workplace Democracy Enhancement Act.

4.3 Union Bulletin Boards

A. The City will make space available on existing bulletin boards for the exclusive use of the Union in central locations and in work areas where there are large numbers of employees covered by this Agreement.

B. Appropriate material on such bulletin boards shall be posted and removed only by representatives of the Union. The material shall not contain anything profane, obscene or defamatory with respect to the City or its representatives and employees nor anything constituting partisan political activity. No material pertaining to another Union shall be posted on bulletin boards for this Union. Materials which violate provisions of this Article shall not be posted by the Union.

C. Material to be posted will consist of the following:

1. Union elections and results thereof;
2. Union appointments;
3. Union meetings and activities;
4. Social and recreational events of the Union;
5. Reports of official Union business and achievements.

D. The posting of appropriate material as herein described shall be limited to the space on the bulletin boards designated for the exclusive use of the Union.

4.4 Personnel Data

A. Upon hiring a new employee in the unit, the City will provide the employee's name, date of hire, department/work unit/work location, work e-mail address, job title, salary, dues deduction status and home address, home and personal email address on file, and home and cellular phone numbers on file with the City. This information may be sent electronically.

4.5 Separation Report

A. The Union will be notified regarding employees who have left the bargaining unit due to resignation or retirement. This information may be sent electronically.

4.6 Report Disclosure and Requests

A. The Union will only disclose such information to its officials and representatives whose duties require access to such information. The Union may request membership information involving special problems and the City will use reasonable efforts to accommodate the request.

ARTICLE 5

UNION DUES

5.1 Dues Checkoff

The City agrees, in accordance with State Statutes that upon receipt of signed authorization cards from the Management/Professional employees, to deduct from Management/Professional employee's wages, the annual dues, as prescribed by 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.

5.2 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 membership for the membership year.

- 5.3 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 thirty (30) day period. The list will included names, job titles, and date of employment for all such employees.
- 5.4 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 under the provisions of this Article.
- 5.5 Subject to applicable law, an employee may at any time withdraw the above authorization by individual notice in writing mailed by certified letter or personal delivery to the City. Upon receipt of the withdrawal of authorization, the City shall mail a copy of it by certified mail to the Union. The withdrawal of authorization shall become effective on the next July 1 following the receipt of such withdrawal.
- 5.6 Notwithstanding any other language herein, the parties shall comply with the provisions set forth in Janus v. AFSCME, 138 s US 2448 (2018) and the NJ Workplace Democracy Enhancement Act.

Article 6

GRIEVANCE PROCEDURE

- 6.1 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.
- 6.2 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.
- 6.3 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 only be raised by the Union.
- 6.4 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 Union shall institute action under the provisions hereof within twenty (20) calendar days after the event giving rise to the grievance has occurred or the grievant knew or should have known, 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 twenty (20) 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 Union may present the grievances in writing within fifteen (15) calendar days thereafter to the Business Administrator or his/her designated representative. The written grievances 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-Arbitration: If the grievance is not settled through Steps One and Two, the Union shall have thirty (30) calendar days 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. All other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

- A. The parties direct the arbitrator to decide, as a preliminary question, whether they has jurisdiction to hear and decide the matter in dispute.
- B. 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 them involved in the grievance.
- C. 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.

- 6.5 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

loss of pay, provided the conduct of said business shall not diminish the effectiveness of said employees.

- 6.6 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 hereunder, then the disposition of the grievance of 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.
- 6.7 In the event the aggrieved elects to pursue remedies available through the New Jersey Civil Service Commission, 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 procedure. In the event the grievant pursues his/her remedies through the New Jersey Civil Service Commission, 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 7

RETENTION OF CIVIL RIGHTS AND JUST CAUSE PROVISIONS

- 7.1 Members shall retain all civil rights under New Jersey State Law and Federal Law.
- 7.2 The City shall not impose any disciplinary actions against any unit member without just cause.

ARTICLE 8

TEMPORARY LEAVES

- 8.1 **Bereavement Leave:** 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.
- 8.2 **Personal Business:** An employee who needs temporary leave of a few hours or less for personal business shall be granted said leave. This time off shall be granted in conjunction with Article 9.1.

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

ARTICLE 9

EXTENDED LEAVES OF ABSENCE

Leaves with Pay

- 9.1 **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 they 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 workdays per event less the total of sick days used as a result of the illness or injury.
- 9.2 **Disability Leave / Worker's Compensation Benefits:** If an injured worker is disable for a period of more than seven (7) days, they will be eligible to receive temporary disability benefits at a rate of seventy (70%) percent 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 15 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.
- A. The following process shall be utilized to determine whether an employee is physically/mentally capable to return to work:
1. The City's physician and the employee's physician agree to the employee's capabilities, or
 2. Should 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 physical/mental capacity to return to work.
- 9.3 **Military Leave:** Military leave shall be granted pursuant to State and Federal Statutes

and Regulations.

- 9.4 **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. Employee must provide documentation within a reasonable amount of time.

Leaves without Pay

- 9.5 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 Civil Service Commission.
- 9.6 Periods of absence shall not exceed those provided by N.J.A.C. 4A. No further renewal or extension may be granted exception upon request by the Appointing Authority and written approval of New Jersey Civil Service Commission.
- 9.7 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. FMLA includes maternity time.
- 9.8 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, they shall reimburse the City for the cost incurred.
- 9.9 **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:
- A. Whenever the employee's physical or mental condition adversely affects his/her ability to continue to provide effective job performance.
- B. The physical or mental condition would impair the employee's health if permitted to continue working.
1. The process to determine whether an employee is physically/mentally capable to continue work or return to work is:

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

B. Should 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 Physical/mental capacity to return to or continue working.

- 9.10 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 10

WORKING HOURS

- 10.1 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. 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.

ARTICLE 11

COMPENSATION

- 11.1 The salary guide for years 2023 through 2027 is affixed as Appendix B at the end of this Agreement. Across the board salary increases for each year of this Agreement are as follows:

1/1/2023	3.00%
1/1/2024	3.00% **
1/1/2025	3.00%
1/1/2026	3.00%
1/12027	3.00%

** Five hundred dollars (\$500.00) will be added to base salary of all bargaining unit employees effective 1/1/2024, in exchange for deleting language in the 2019-2022 Contract, paragraph 9.2

- 11.2 At its option, management may hire middle management employees by placing them on any level on the Salary Guide in Appendix B. If an employee becomes full-time, part-time employee credit will not count.
- 11.3 For anyone hired on or after January 1, 2009, 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.
- 11.4 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.
- 11.5 **Salary Adjustment 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:

- A. The duties of the employee as of the implementation date of the current Agreement.
 - B. Specific changes in job responsibility and/or work load.
 - C. Desired adjustment.
- 11.6 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.
 - 11.7 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.
 - 11.8 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.

- 11.9 The Business Administrator shall notify the Salary Adjustment Committee (SAC) of his/her decision, in writing, within thirty (30) 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.
- 11.10 If the CWA Local 1032 Salary Adjustment Committee (SAC) disagrees with the Business Administrator's decision, it may file a grievance within thirty (30) calendar days after the receipt of the Business Administrator's decision. The grievance shall proceed directly to Step Two of the grievance procedure.
- 11.11 The CWA Local 1032 Salary Adjustment Committee (SAC) shall respond, in writing, to the Business Administrator within ten (10) workdays of said request.
- 11.12 Should the City adopt a merit pay policy for Department Heads, Management agrees to meet with this bargaining unit to discuss this concept.

ARTICLE 12

SICK LEAVE

12.1 Amount of Sick Leave

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) workdays per year per employee in anticipation of continued employment for the full year.

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) workdays, to be used if and when needed for illness.

12.2 Verification and Record Keeping

In the event that a Management/Professional employee is absent from work for more than three (3) 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.

- A. The method of record keeping for sick leave used in a calendar year shall be

determined by the appropriate Department Head.

ARTICLE 13

RETIREMENT COMPENSATION AND HEALTH BENEFITS

13.1 Retirement Compensation

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:

YEARS OF SERVICE WITH CITY COMPENSATION

0 – 4.99 years: None
5 – 9.99 years: 35%
10 – 14.99 years: 40%
15 – 19.99 years: 45%
20 or more years: 50%

Unit Members as of January 1, 2000:

YEARS OF SERVICE WITH CITY COMPENSATION

0 – 9.99 years: None
10 – 14.99 years: 40%
15 – 19.99 years: 45%
20 or more years: 50%

- 13.2 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. 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.

13.3 Retirement Health Benefits

Effective December 12, 2019, any employee who retires and is paying Chapter 78

contributions shall have his/her Chapter 78 contribution capped at 10%. If his/her contribution is already less than 10%, they will continue at that level. The contribution level shall be frozen during the entire employees' retirement.

Retirement shall be defined and established by the criteria of the respective retirement system for the individual's position.

- 13.4 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.*
- 13.5 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 and Local Government shall receive a fifty (50%) percent contribution from the City towards the cost of the health benefits program provided by the City.
- 13.6 A Management/Professional employee 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 one-third (1/3) co-pay for the retiree and his/her family.
- 13.7 Medical coverage for Management/Professional employees who retire with twenty five (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.
- 13.8 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.
- 13.9 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.
- 13.10 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.

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

*Defined as the Health Plan provided by the City

ARTICLE 14

INSURANCE, HEALTH AND WELFARE

- 14.1 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. Effective January 1, 2016, the base health plan referred to in this Article shall correspond with NJ Direct 15. The effect of this change is as follows:

A. Co-pays shall be adjusted as follows:

Co-pays from \$10 to \$15

Out-of-network coinsurance decreases from 80% to 70% (out-of-pocket maximums remain the same)

ER visits – from \$25 to \$100

During the term of this Contract, CWA Local 1032 agrees to participate with other bargaining units in discussions with the City and their professionals regarding potential savings in the cost of health benefits.

- 14.2 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 per child. Dental coverage for the Management/Professional 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.

A. 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%.

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

C. A Summary of Benefits from the Health Benefits Plan Document for the

Management/Professional 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.

D. Healthcare co-pays shall be required under Chapter 78 P. L. 2011.

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

Generic = \$0.00 Formulary = \$15.00 Non-Formulary = \$25.00

- 14.4 The City shall provide an eye care plan for the Management/Professional employee and his/her family. Vision coverage shall be one-third (1/3) co-pay with a maximum annual benefit of \$750 for family and employee-plus one coverage, and \$500 for single coverage.
- 14.5 The existing health insurance coverage and prescription coverage is 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 15 for all employees.
- 14.6 The City shall provide a \$25,000 life insurance policy on the life of each Management/Professional employee who shall designate the beneficiary. Upon retirement, the Management/Professional employee at his/her option and cost, may convert the life insurance policy on an individual basis. The employee shall have the right to designate the beneficiary.
- 14.7 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 (3) months in advance or as soon as possible and agree to meet and discuss prior to any change.
- 14.8 If a member dies while in the employ of the City, the City shall continue to provide in full force and effect all insurance benefits as specified above for the member's spouse and children until each child reaches his/her 21st birthday. In the event that there are no children, or the children have already reached their 21st birthday, the surviving spouse benefits will continue for three (3) years, or until the spouse is eligible for Medicare, whichever comes first.

ARTICLE 15

TIME OFF

15.1 Vacations

Management/Professional employees shall receive paid vacations in accordance with the following schedule:

YEARS OF PROFESSIONAL EXPERIENCE VACATION DAYS

Up to One (1) 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

- 15.2 In determining the years of professional service, the City may use the years of professional experience with prior employers. Part-time employment with the City shall be included for purposes of determining the years of professional service.

- 15.3 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.

Members of the bargaining unit who have more than two (2) years accumulated vacation time shall be compensated for ten (10) days per year provided they have used ten (10) days greater than the allotted yearly contractual time. For those employees with less than two (2) years accumulated vacation time, they may be compensated for up to five (5) days provided they use all allotted yearly contractual time.

15.4 Holidays

Management/Professional employees shall be entitled to the following thirteen (13) city holidays and one (1) of which shall be designated as a "floating holiday".

New Year's Day
Martin Luther King, Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

For the purpose of calculating "Time Off", a day shall be defined as per Article 10, section 10.1.

The dates those holidays are celebrated shall be established annually by Resolution of the City Council. Employees will continue to have one (1) floating holiday which may be used in the same manner as a vacation day

In the event the City grants Juneteenth as a holiday to any employee, this unit will have it as a paid holiday as well.

ARTICLE 16

PROFESSIONAL LIABILITY INSURANCE

- 16.1 Management/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 employee, 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 Management/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 17

SEVERANCE AGREEMENT

- 17.1 Management/Professional employees shall receive a minimum of ninety (90) calendar days of severance pay with full benefits including, but not limited to, full insurance and

pension payments except in the event of termination for just cause or retirement.

- 17.2 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 Management/Professional employee with additional notice of termination rather than additional severance pays. The following schedule for notification and severance pay shall apply to this Agreement:

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

- 17.3 Management/Professional employees hired after January 1, 2012 shall not be entitled to benefits under 17.1 and 17.2.

ARTICLE 18

EDUCATION AND TRAINING

- 18.1 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:

- Setting goals and objectives;
- Evaluating Personnel;
- Developing Leadership Skills;
- Budgeting Effectiveness;
- Measuring Work Accomplishment;
- Communicating Results

18.2 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 member 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.

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

A. 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.

B. The City shall encourage skill enhancement and other job-related Education and Training and shall facilitate such training as follows:

1. Time off shall be granted by the City upon approval of the immediate Department Head.
2. Fees for approved seminars and conferences shall be borne by the City.
3. Other essential costs such as parking and course materials shall also be borne by the City.

In the event that an employee is required to use his/her automobile in a mandated job-related activity, they shall be compensated at the current IRS rate per mile plus tolls.

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 locations is more than one hour from Ocean City.

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.

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.

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 (1) weeks' notice. The amount of cumulative time per year shall not exceed six (6) days for the unit.

A member who achieves a Bachelor's Degree or a Master's Degree shall be entitled to a one-time stipend of \$1,500.00, and a member who acquires a professional license required by their job shall receive a one-time stipend of \$750.00. It is specifically understood by the parties that employees are eligible for these stipends only if they obtain the license after they are employed by the City of Ocean City.

ARTICLE 19

SEPARABILITY AND SAVINGS

- 19.1 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 20

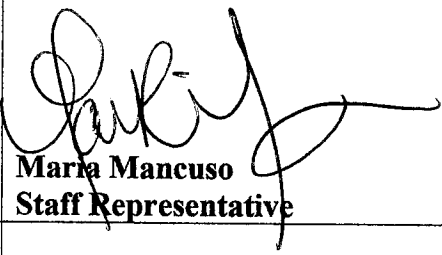
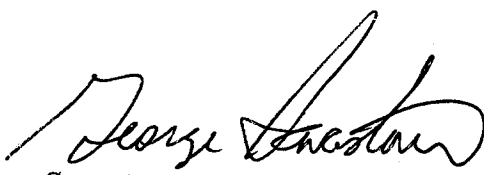
DURATION

This Agreement shall be in full force and effect as of January 1, 2023, and shall remain in effect through December 31, 2027, 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 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 day of 2023.

For the City of Ocean City, New Jersey

For the Communication Workers of
American, Local 1032

 Jay Gillian Mayor	DATE	 Maria Mancuso Staff Representative	8/16/23 DATE
 George Savastano Business Administrator	8/17/23 DATE	 Benjamin Hurst CWA 1032 Shop Steward	8/16/23 DATE
 Melissa Rasner City Clerk	8-18-23 DATE	 Joseph Clark CWA 1032 Shop Steward	8/16/23 DATE
		National CWA Representative	DATE

APPENDIX A
(ARTICLE 1, RECOGNITION)

Working Position - Middle Managers	NJ DOP Title
Manager of Community Operations	Contract Compliance Representative
Manager of Communications	Public Information Officer
Manager of Purchasing	Purchasing Agent
Plumbing Sub Code Official	Plumbing Sub Code Official/Asst Construction Official
Manager of Licensing	Management Specialist
Manager of Transportation & Beach Fees	Supervisor of Accounts
Manager of Property Assessment	Tax Assessor
Manager of Tax	Tax Collector
Manager of Capital Planning	Contract Administrator 1
Manager of General Accounting	Principal Auditor
Manager of Information Technology	Data Processing coordinator
Manager of Zoning	Management Specialist
Manager of Public Relations	Management Specialist
Manager of Social Services	Director Social Work Services
Manager of Building and Grounds	Management Specialist
Manager of Sanitation & Fleet Operations	Director of Solid Waste Management
Project Manager	Project Coordinator Construction
Municipal Court Administrator	Municipal Court Administrator

APPENDIX B
2023 – 2027 CWA 1032 Salary Guide

New Hires Prior Jan 1 2009										
Level #	1	2	3	4	5	6	7	8	9	10
2023	\$92,692	\$96,791	\$103,357	\$105,586	\$109,140	\$112,696	\$116,256	\$120,260	\$123,368	\$126,477
2024	\$95,988	\$100,210	\$106,973	\$109,269	\$112,929	\$116,592	\$120,258	\$124,382	\$127,584	\$130,786
2025	\$98,867	\$103,216	\$110,182	\$112,547	\$116,317	\$120,090	\$123,866	\$128,114	\$131,412	\$134,710
2026	\$101,833	\$106,313	\$113,488	\$115,923	\$119,806	\$123,693	\$127,582	\$131,957	\$135,354	\$138,751
2027	\$104,888	\$109,502	\$116,892	\$119,401	\$123,400	\$127,404	\$131,409	\$135,916	\$139,415	\$142,913
New Hires After Jan 1 2009										
Level #	1	2	3	4	5	6	7	8	9	10
2023	\$58,729	\$66,070	\$73,411	\$80,752	\$88,092	\$95,433	\$102,775	\$110,116	\$117,457	\$124,798
2024	\$61,005	\$68,567	\$76,128	\$83,690	\$91,250	\$98,811	\$106,373	\$113,934	\$121,496	\$129,057
2025	\$62,836	\$70,624	\$78,412	\$86,200	\$93,988	\$101,776	\$109,564	\$117,352	\$125,141	\$132,929
2026	\$64,721	\$72,743	\$80,765	\$88,786	\$96,807	\$104,829	\$112,851	\$120,873	\$128,895	\$136,916
2027	\$66,662	\$74,925	\$83,187	\$91,450	\$99,711	\$107,974	\$116,237	\$124,499	\$132,762	\$141,024

LONGEVITY

FOR EMPLOYEES HIRED PRIOR TO 1/1/2009

Years	Longevity
0	\$ -
10	\$ 1,000.00
11	\$ 1,100.00
12	\$ 1,200.00
13	\$ 1,300.00
14	\$ 1,400.00
15	\$ 1,500.00
16	\$ 1,600.00
17	\$ 1,700.00
18	\$ 1,800.00
19	\$ 1,900.00
20	\$ 2,000.00
21	\$ 2,100.00
22	\$ 2,200.00
23	\$ 2,300.00
24	\$ 2,400.00
25	\$ 2,500.00

APPENDIX C
POLICY FOR HANDLING REQUESTS FOR ACCOMODATIONS

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 the process. If the employee does not want to involve the 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:

The request must be substantiated by a note from their personal physician.

The request must be sent to the Department Head, who then sends a copy to the Personnel Director.

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.

Personnel will also request a projected length of time for the restrictions.

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 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, when the employee is out because their restriction(s) cannot be accommodated, Personnel will:

Send them postings for open positions for which they are qualified, if the restrictions are indefinite (permanent).

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 Department/Division 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 accommodations, 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, who works in the Police Division is being considered for 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.

SAMPLE FORM LETTER TO EMPLOYEE FROM PERSONNEL DIRECTOR

(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 in the following manner.

This assignment is temporary and will be reviewed periodically. Please report to (supervisor) at (location) at (time) 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 for 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 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 Worker's Compensation cases):

If you refuse this accommodated work assignment without a verifiable medical reason, your benefits under Worker's 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

Seibal Adjuster (if WC)