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THIS BOOK DOES
NOT CIRCULATE

CONTRACT

Between

CITY OF OCEAN CITY,
CAPE MAY COUNTY, NEW JERSEY

-and-

OCEAN CITY MUNICIPAL
EMPLOYEES ASSOCIATION

LIBRARY
Institute of Management and
Labor Relations

MAY 13 1975

RUTGERS UNIVERSITY

January 1, 1974 through December 31, 1975

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CONTRACT

THIS AGREEMENT, made and entered into, this day of _____ 197 , between the City of Ocean City, in the County of Cape May, hereinafter referred to as the City or Employer and the Ocean City Municipal Employees Association hereinafter referred to as the OCMEA.

WITNESSETH:

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

NOW, THEREFORE, IT IS AGREED, as follows:

ARTICLE I ASSOCIATION RECOGNITION

The City hereby recognizes the OCMEA as the sole and exclusive representative of all permanent employees excluding Police, Department Heads and Elected Officials, covered under this agreement, for the purpose of bargaining with respect to rates of pay, wages, hours of work and other working conditions.

ARTICLE II LEGAL REFERENCE

Section 1. Nothing contained herein shall be construed to deny or restrict to any employe such rights as he may have under any other applicable laws and regulations. The rights granted the employe shall be deemed to be in addition to those provided elsewhere.

Section 2. If any provision of this agreement or any application of this agreement to any member or group of members is held to be contrary to law, then such provision and application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect. In the event any provision as aforesaid is deemed to be invalid, then the parties hereto agree to meet immediately for the purpose of negotiating a provision to replace said invalid provision.

Section 3. The provisions of this agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of state and local laws except as such particular provisions of this contract modify existing local laws.

ARTICLE III MAINTENANCE OF STANDARDS

All conditions of employment relating to wages, hours of work and general working conditions presently in effect for members shall be maintained at not less than the standards now in effect and the conditions shall be improved wherever specific conditions for improvement are made in this agreement.

ARTICLE IV THE ASSOCIATION REPRESENTATIVES
AND MEMBERS

Section 1. The employer agrees to grant the necessary time off without discrimination to any member designated by the OCMEA to attend local, state and international meetings or the conventions or to serve in any capacity on other official OCMEA business provided 24 hours notice is given to the employer by the OCMEA.

Section 2. Authorized representatives of the OCMEA shall be permitted to visit the offices of the Commissioners for the purpose of ascertaining whether or not this agreement is being observed. This right shall be exercised reasonably.

ARTICLE V THE RETENTION OF CIVIL RIGHTS

Members shall retain all civil rights under
the New Jersey State law and Federal law.

ARTICLE VI RETIREMENT

Members shall retain all pension rights under New Jersey law and ordinances of the City of Ocean City.

ARTICLE VII EXTRA CONTRACT AGREEMENT

The City agrees not to enter into any other agreement or contract with its members who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this agreement.

ARTICLE VIII LEAVE OF ABSENCE

Leaves of absence may be granted by the City for emergency situations, by the Board of Commissioners.

ARTICLE IX WORK WEEK, OVERTIME

Section 1. The present working hours shall be continued in effect for all departments of the City.

Section 2. In construing overtime any fraction of a 1/2 hour shall constitute a half hour.

Section 3. If an employee is required to work longer than his normal work schedule, he shall be entitled to overtime at the rate of time and half his regular rate of pay.

Section 4. If an employee is called to work on his usual day off (i.e. group day off for Firemen) he shall be paid for all hours worked and shall be guaranteed a minimum of four hours at time and a half his regular rate of pay.

Section 5. If an employee is recalled to work, he shall receive a minimum of two hours at time and a half his regular rate of pay.

Section 6. All employees notified of emergency call must report to work within 30 minutes.

Section 7. Employees shall notify their department where they can be reached at all times in case of an emergency.

ARTICLE X VACATIONS

Section 1. The present schedule of vacations shall continue.

Section 2. Employees shall not be recalled on their vacation except in extreme emergencies.

ARTICLE XI HOLIDAYS.

Section 1. The following shall constitute compensable holidays:

<u>Paid</u>	<u>Compensatory Time</u>
New Years Day	Lincoln's Birthday
Memorial Day	Washington's Birthday
July 4th	Good Friday
Labor Day	Primary Election Day
Thanksgiving	Columbus Day
Christmas	Veteran's Day
	General Election Day

Section 2. In addition whenever any other City employee is granted time off in observance of any federal, state or local holiday, or by proclamation of the Board of Commissioners, all other City employees shall receive equal time off.

ARTICLE XII INJURY LEAVE

If an employee is incapacitated and unable to work because of a job related injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as mutually certified by the employees doctor and the city doctor.

ARTICLE XIII SICK LEAVE

Section 1. Sick leave shall continue as presently in effect.

Section 2. Sick leave shall continue to be accumulated as presently in effect.

Section 3. If an employee retires without using up his accumulative sick leave, he shall be compensated for said sick leave at his regular straight time rate of pay at time of retirement. In the event any member dies without using his accumulative sick leave, his estate shall be compensated for any unused sick leave at the regular rate of pay, at time of death. All accumulative sick leave may be used as job credit towards retirement. While a member is using his accumulative sick leave, prior to retirement, he will not be entitled to additional sick leave, holidays or vacation days for that period of time, nor shall he be entitled to any increase in his annual salary. It shall be paid every two weeks.

ARTICLE XIV INSURANCE, HEALTH AND WELFARE

Section 1. The City shall provide Blue Cross, Blue Shield, Rider J, Major Medical Insurance for the employee and his family. In addition, the City shall provide dental insurance for the employee, and the employee shall have the right to purchase the family plan at his own expense.

Section 2. The City shall provide legal representation for all employees, if litigation would develop as a result of actions performed as a City employee.

Section 3. The City shall provide a \$5,000. life insurance policy to each member. The employee shall designate the beneficiary to the policy.

ARTICLE XV EXCHANGE OF DAYS OFF

The Heads of Department shall grant a reasonable, timely request of any employee to exchange hours, or days off. Such request shall be granted on a uniform basis with standard rules and regulations applying to all members who make this request.

ARTICLE XVI CLOTHING ALLOWANCE

Section 1. The City shall provide a \$175 clothing allowance given annually to all employees of the Fire department. Payment of the money shall be on May 15th and September 15th.

Section 2. The City shall provide two sets of work clothes annually to all employees of the Public Works department.

Section 3. All uniforms and work clothes damaged in the line of duty shall be replaced by the City, after inspection and certification by the Head of Department.

Section 4. All personal items that are damaged, destroyed or lost in the line of duty, which are not covered by insurance, shall be replaced by the City, after inspection and certification by the Head of Department. The City's liability shall not be more than \$300 per incident.

ARTICLE XVII TIME OFF

Members shall be granted time off without deduction from pay or time owed for the following request;

(a) Death in the immediate family, from the date of death to and including the day of funeral, with a maximum of seven days in the event of travel, number of days to be determined by the Head of Department.

(b) Serious illness (including childbirth) in the immediate family residing with the employee no more than three days.

(c) Immediate family shall consist of wife, child, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law and brother-in-law.

(d) Any time granted off under this article shall not be deducted from any other time or benefits owed to the employee and item (a) or (b) are not to be interpreted as accumulative.

ARTICLE XVIII MILITARY LEAVE

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

ARTICLE XVIX GRIEVANCE PROCEDURE

The purpose of the grievance procedure shall be to settle all grievances between the City and the OCMEA and employee as quickly as possible, so as to assure efficiency and promote employees morale. A grievance is defined as any disagreement between the City and the employee or the OCMEA involving the interpretation, application or violation of policies, agreements and administrative decisions affecting them. All grievances shall be processed as follows:

(a) They shall be discussed with the employees involved and the OCMEA representatives, with the Head of Department, or any representative designated by him. An answer shall be made to the OCMEA within five calendar days by the Head of Department or his designated representative.

(b) If the grievance is not settled through Step (a), the same shall be reduced to writing by the OCMEA and submitted to the Board of Commissioners, or any person designated by him, and the answer to such

grievance shall be made in writing, a copy to the OCMEA, within five days of the submission.

(c) If the grievance is not settled through Steps (a) and (b), the OCMEA shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation. The arbitrator shall have full power to hear the dispute and make a final determination which shall be binding on all parties. The cost of the arbitration shall be borne by the City and the OCMEA equally.

ARTICLE XX QUALIFICATION OF EMPLOYMENT

All standards presently in effect for employment by the City shall be maintained at not less than the present standards.

ARTICLE XXI COMMENDATION

Two days compensatory time off shall be granted to an employee who has received a commendation from the Board of Commissioners.

ARTICLE XXII WAGES

Salaries for employees shall be as stipulated in Ordinance #1122, Fixing Salaries and Increment Ranges and any subsequent wage ordinances.

For the year 1975, with the exception of all first year salaries, all employees shall receive an 8% across the board salary increase or the cost of living increase, according to the Consumer Price Index presently in effect, whichever is higher. This is in addition to any normal increments to which the employees shall be entitled.

ARTICLE XXIII LONGEVITY

All employees shall receive longevity pay pursuant to the present schedule. It is understood that longevity pay shall be based upon the employees current base salary. All employees hired from January 1st through June 30th shall receive their longevity retroactive to January 1st of the year hired. All employees hired from July 1st through December 31st shall receive their longevity pay which shall be computed from the January 1st next following the date of their hire.

ARTICLE XXIV PROBATIONARY PERIOD

New employees shall serve a probationary period of three months. During said probationary period, they shall be paid as qualified first year employees. For the purpose of seniority and longevity the original date of hire should be used.

ARTICLE XXV COURT TIME

If an employee is required to appear in Court, on City related business on his day off or time off he shall be compensated according to the overtime article.

ARTICLE XXVI MISCELLANEOUS PROVISIONS

Section 1. School.

(a) The employees shall be paid at regular rate of pay for attendance at job related schools when assigned by the Board of Commissioners.

(b) The City shall pay for full tuition including all books and credits for job related courses when approved by the Board of Commissioners.

(c) In addition to his salary, each employee shall receive an additional \$25 for each job related college credit acquired. The OCMEA and the Board of Commissioners shall meet to agree upon approved courses for which this section shall apply. All college credits previously earned by employees may be submitted for review to the Board of Commissioners and the OCMEA as to determine whether said credits qualify for payment under this section. No credits earned through any correspondence course qualify for payment under this section.

(d) In the event an employee is not able to use a city vehicle to attend a job related school or Court, he shall be compensated at the rate of 12¢ per mile and tolls.

(e) When Head of Department receives notice of availability of job related schools, the Head of Department shall pose a notice advising all employees of the availability

for said schools or seminars.

Section 2. Each employee shall have access to his personal file at all times.

Section 3. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off duty, providing same does not conflict with his responsibilities as a City employee.

Section 4. All employees shall be made aware of any reports or charges concerning him. He shall have the right to remain silent until he consults with an attorney or the OCMEA.

ARTICLE XXVII DURATION OF AGREEMENT

This agreement shall be effective as of January 1st, 1974 and shall terminate on December 31st, 1975. Bargaining for the next succeeding contract shall commence on or about August 1, 1975. In the event no agreement is reached between the parties by November 1, 1975, it is hereby agreed that an impasse shall have been reached and at that time, the parties agree to mediation and factfinding. If an agreement is still not reached following mediation and factfinding, parties agree to submit their issues to an arbitrator whose decision on the terms of said collective bargaining agreement shall be binding upon the parties. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commissions. The cost of said arbitration including the arbitrator's fee shall be borne equally by the parties.

IN WITNESS WHEREOF, The parties have caused
this Agreement to be signed by their respective repre-
sentatives and appropriately attested.

THE CITY OF OCEAN CITY

BY [Signature]

BY [Signature]

BY [Signature]

[Signature]
CITY CLERK

OCEAN CITY MUNICIPAL EMPLOYEES ASSOCIATION

BY [Signature]

John Esposito, President

BY [Signature]

Rachel Alston, Secretary