

05-08

EMPLOYEE

THIS AGREEMENT made this 1st day of June, 1971 BETWEEN:

CITY OF OCEAN CITY, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the City, and

OCEAN CITY EMPLOYEES ASSOCIATION, a New Jersey Corporation hereinafter referred to as the Representative;

WHEREAS, the Representative has for many years represented the employees of the City of Ocean City on an informal basis without formal recognition; and

WHEREAS, during that period of time the Representative has obtained for its members certain benefits which benefits are incorporated in the existing employment policies of the City, and

WHEREAS, the parties desire to formally establish their relationship, the parties hereto do agree as follows:

1. The City grants formal recognition to the Representative as the majority representative of all employees of the City excluding policemen, elected officials and temporary seasonal employees, temporary employees and employees excluded by law based upon the results of the election conducted by the Public Employment Relations Commission held on March 16, 1972.

2. The provisions of this Agreement shall be applied to all employees represented by the Representative without discrimination.

3. All policies of the City heretofore adopted shall be continued during the period covered by this Agreement and in no event shall the benefits to employees be decreased. This shall include hours of the normal work week, overtime policies, vacation policies, longevity pay, cost of living increments, seniority policy and wages.

4. Termination of employment. With the

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exception of temporary or seasonal employees no employee shall have his employment terminated except for just cause. In the event that charges are brought against an employee to terminate his employment both the employee and the representative shall be served with a notice of hearing which shall not be less than five days from the date of the notification. The hearing will be conducted by the Board of Commissioners who shall at the conclusion of the hearing render a decision within three days which shall be communicated in writing to the employee and the Representative. The employee shall have the right to present witnesses and evidence and the right to examine and cross-examine all witnesses.

5. No employee may be disciplined except for just cause. An employee may be disciplined by his immediate supervisor in which event the employee or the Representative on his behalf may appeal the supervisor's opinion to the Board of Commissioners, who shall conduct a formal hearing in accordance with the procedures in paragraph Four. In the event that the employee's discipline involves loss of pay and it is on appeal found that his discipline was without just cause he shall be compensated fully for any lost wages.

6. Any employee or the Representative may present grievances to the City through the Representative or a committee acting for the Representative. The Grievance procedure shall be as follows:

(a) An informal meeting with the employee's supervisor or in the event the matter cannot be resolved

(b) An appeal to the Board of Commissioners who will conduct an informal hearing within two weeks of a request or in the event that the matter cannot be so resolved

(c) At a formal hearing to be conducted by the Board of Commissioners within two weeks of the informal hearing. Said formal hearing will be conducted in the same manner prescribed in paragraph Six.

7. Any decision rendered by the Board of Commissioners may be appealed either by the City, the Representative or an

employee to an arbiter to be appointed through the procedures established by the Public Employment Relations Commission or the New Jersey State Mediation Service or the American Arbitration Association. The decision of the arbiter shall be binding upon all parties and the cost of arbitration shall be borne by the party against whom the arbiter decides.

8. The City and the Representative agree to cooperate in providing measures which will continue to make the employees' working conditions and surroundings pleasant and the City agrees to give consideration to all suggestions submitted by the employees or the Representative. The City and the Representative agree that this Agreement has been reached in good faith and they will abide by the terms and conditions of this Agreement. This Agreement is not to be construed as interfering with the City's right to manage its employees.

9. This Agreement shall be effective for the period of one year commencing June 1, 1972. The City and the Representative agree to meet during the sixty day period prior to the expiration of this Agreement for the purpose of negotiating future terms and conditions of employment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed.

ATTEST:

Paul G. Mickerson
Clerk

CITY OF OCEAN CITY

RECEIVED
JUN 1 1972
By: B. Thomas Waldman
B. THOMAS WALDMAN, Mayor

ATTEST:

Richard Altman
Secretary

OCEAN CITY EMPLOYEES ASSOCIATION

By: John J. Eposito
President