05-08

THIS DOES NOT CIRCULATE

AGREEMENT

between

CITY OF OCEAN CITY CAPE MAY COUNTY, NEW JERSEY

LIBRARY Institute of Management and Labor Relations

00T 23 **1979**

RUIGERS UNIVERSITY.

and

OCEAN CITY MUNICIPAL EMPLOYEES ASSOCIATION

January 1, 1978 - through - December 31, 1980

TABLE OF CONTENTS

<u>Article</u>		Page
	PREAMBLE	1
I	ASSOCIATION RECOGNITION	2
II	MANAGEMENT RIGHTS	3
III	RULES AND REGULATIONS	5
VI	LEGAL REFERENCE	6
V	ASSOCIATION REPRESENTATIVES AND MEMBERS	7
VI	RETENTION OF CIVIL RIGHTS	8
VII	RETIREMENT	9
VIII	EXTRA CONTRACT AGREEMENT	10
IX	LEAVE OF ABSENCE	11
X	WORK WEEK, OVERTIME	12
XI	VACATIONS	13
XII	HOLIDAYS	15
XIII	INJURY LEAVE	16
VIX	SICK LEAVE	17
XV	INSURANCE, HEALTH AND WELFARE	19
XVI	EXCHANGE OF DAYS OFF	20
XVII	CLOTHING ALLOWANCE	21
XVIII	TIME OFF	22
XIX	MILITARY LEAVE	23
XX	GRIEVANCE PROCEDURE	24
IXX	QUALIFICATIONS OF EMPLOYMENT	28
XXII	COMMENDATION	29
XXIII	WAGES	30

<u>Article</u>		Page
XXIV	LONGEVITY	31
VXV	PROBATIONARY PERIOD	32
XXVI	COURT TIME	33
IIVXX	SCHOOLING	34
XXVIII	MUTUAL COOPERATION PLEDGE	37
XXIX	MISCELLANEOUS	39
XXX	SEPARABILITY AND SAVINGS	40
IXXX	FULLY BARGAINED AGREEMENT	41
XXXII	DURATION	42

PREAMBLE

THIS AGREEMENT entered into this // day of fuly , 1978, by and between the CITY OF OCEAN CITY, in the County of Cape May, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and OCEAN CITY MUNICIPAL EMPLOYEES ASSOCIATION, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the City and the Association.

WITNESSETH:

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the Association and to the end that continuous 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

- A. The City hereby recognizes the Association for the purposes of collective negotiations as the exclusive representative of all permanent full-time and permanent part-time employees of the City excluding all uniformed employees of the Police and Fire Departments, Lifeguards, Department Heads, Elected Officials, Managerial and Professional Employees and all other employees of the City covered under any other Collective Bargaining Agreement entered into between the City and any other Union or Employee's Association, with respect to rates of pay, wages, hours of work and other working conditions.
- B. References in this Agreement to "males" shall include "females" as well.

ARTICLE II

MANAGEMENT RIGHTS

- A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties
 and responsibilities conferred upon and vested in it prior to
 the signing of this Agreement by the Laws and Constitution of
 the State of New Jersey and of the United States, including, but
 without limiting the generality of the foregoing, the following
 rights:
 - 1. The executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees.
 - 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for employment, or assignment, and to promote and transfer employees.
 - 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, 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 such specific and express terms hereof are in conformance with the Constitution and

Article II - Management Rights continued:

Laws of New Jersey and of the United States and ordinances of the City of Ocean City.

D. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III

RULES AND REGULATIONS

A. The City agrees that it will not establish new work rules or regulations, or modify or amend existing work rules or regulations governing wages, hours, or working conditions without prior consultation with the Association.

ARTICLE IV

LEGAL REFERENCE

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

ASSOCIATION REPRESENTATIVES AND MEMBERS

- A. The City agrees to grant time off to Association Delegates, not to exceed five (5) for the purpose of attending state and/or international meetings or conventions, provided that said Delegates provide the Department Head with forty-eight (48) hours notice. Said Delegates shall be permitted no more than an aggregate of twenty (20) days per year with pay for attendance at said meetings or conventions. Permission to attend said meetings or conventions shall be granted according to the manpower needs of the respective department, and such permission shall not be unreasonably denied.
- B. Upon prior request and authorization of the Departmend Head, or his designee, authorized representatives of the Association shall be permitted to visit the offices of the Governing Body for the purposes of investigating alleged violations of the Agreement. In no event, shall there be any interference with the operations of the City or respective Departments.
- C. During negotiations, the Association representatives so authorized by the Association, not to exceed seven (7), shall be excused from their normal duties for such periods of negotiations as may be agreed upon by the parties, Such excused individuals, however, shall be available for duty in the event that the need arises.

ARTICLE VI

RETENTION OF CIVIL RIGHTS

A. Employees shall retain all civil rights under the New Jersey State Law and Federal Law.

ARTICLE VII

RETIREMENT

A. Employees shall retain all pension rights under New Jersey Law.

ARTICLE VIII

EXTRA CONTRACT AGREEMENT

A. The City agrees not to enter into any other Agreement or Contract with Bargaining Unit members who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE IX

LEAVE OF ABSENCE

A. Leaves of absence may be granted by the Governing Body for emergency situations.

ARTICLE X

WORK WEEK, OVERTIME

- A. The present working hours per week shall be continued in effect for all departments of the City.
- B. Overtime shall be compensated, unless otherwise provided, at the rate of time and one-half the employee's regular rate of pay on the following basis:
 - 1. 0 15 minutes no compensation
 - 2. 16 30 minutes .5 hours compensation
 - 3. 31 60 minutes 1.0 hours compensation
 - 4. Thereafter, all overtime will be administered in .50 hour segments.
- C. If a member is called to duty on his usual day off, he shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at time and one-half his regular rate of pay.
- D. If a member is recalled to duty, he shall receive a minimum of two (2) hours at time and one-half his regular rate of pay.
- E. All overtime in all departments shall be assigned on a fair and equal basis.
- F. All employees, upon being personally notified of an emergency, shall report to work within thirty (30) minutes.
- G. All employees shall notify their department where they can be reached in case of an emergency.

ARTICLE XI

VACATIONS

- A. Annual vacations shall be granted as follows:
 - 1. From the date of hire to the end of the first year one (1) working day for each month worked.
 - 2. From the beginning of the second year till the end of the fifth year twelve (12) working days.
 - 3. From the beginning of the sixth year till the end of the tenth year eighteen (18) working days.
 - 4. From the beginning of the eleventh year till the end of the fifteenth year twenty two (22) working days.
 - 5. From the beginning of the sixteenth year till the end of the twentieth year twenty-seven (27) working days.
 - 6. From the beginning of the twenty-first year till the date of retirement thirty (30) working days.
- B. If an employee becomes sufficiently ill so as to require in-patient hospitalization while he or she is on vacation, he or she may charge such period of illness and post hospital recuperation against sick leave at his or her option. Said employee must submit proof of hospitalization

Article XI - Vacations continued:

and Physician's certificate as to the need for post hospital recuperation.

- C. For members of the Bargaining Unit, vacations shall be picked by seniority within each individual department.
- D. Vacation leave shall be taken during the calendar year in which vacation leave is earned at such time as permitted or directed by the Department Head unless the Department Head determines and certifies that it cannot be taken because of pressure of work.
- E. Any unused vacation resulting from the pressure of work as determined by the Department Head may be carried forward into the next succeeding year only, and will be scheduled by the Department Head to be taken in the next succeeding year.
- F. Employees shall not be recalled to work on their vacation except in emergencies.

ARTICLE XII

HOLIDAYS

A. The following shall constitute compensable holidays:

Paid

Compensatory Time

New Years Day

Lincoln's Birthday

Memorial Day

Washington's Birthday

Independence Day

Good Friday

Thanksgiving Day

Primary Election Day

Christmas

Columbus Day

Labor Day

Veteran's Day

November Election Day

B. In addition to the above holidays, all employees shall be granted two (2) additional days pay in lieu of additional time off whenever any other City employee is granted time off in observance of any Federal, State or local holiday, or by proclamation of the Governing Body. Said holiday pay shall be paid in one (1) lump sum to each employee on or before December 1, of each year.

ARTICLE XIII

INJURY LEAVE

- A. 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 for one (1) year if his inability to work is mutually certified by the employee's doctor and the City doctor.
- B. Upon request, the Governing Body may extend injury leave with full pay for up to one (1) additional year.

ARTICLE XIV

SICK LEAVE

- A. Sick leave shall continue as presently in effect.
- B. Sick leave shall continue to be accumulated at the rate of fifteen (15) days per year, without a maximum limit while an employee is a full-time employee and only to be used for bonafide sickness.
- C. In the event an employee's illness caused his absence from work for a period greater than three (3) consecutive work days, a physician's certificate secured at the employee's expense shall be required by the City.
- D. The City may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. It is understood that if a member abuses his sick leave, the Department Head in his discretion may require said employee to obtain proof of illness from the City doctor. An employee, at his own expense, may obtain proof of illness from a physician of his own choosing. If the employee fails to obtain the required proof of illness, the Department Head in his discretion may order said employee back to duty, or may designate appropriate disciplinary action.
- E. If an employee retires without using up his 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 an employee dies without using his accumulated sick leave, his estate shall be compensated for any unused sick leave at the

Article XIV - Sick Leave continued:

regular rate of pay at the time of death. All accumulated sick leave may be used as job credit toward retirement. Two hundred forty (240) days shall be the maximum accumulated sick leave days for which an employee shall be entitled to receive compensation.

F. Prior to going on terminal leave, all employees shall receive all accrued benefits.

ARTICLE XV

INSURANCE, HEALTH AND WELFARE

- A. The City shall provide Blue Cross, Blue Shield, Rider J and Major Medical Insurance for the member and his family. In addition, the City shall provide Dental Insurance for the individual member. The member shall have the right to purchase the family plan at his own expense.
 - B. 1. Effective January 1, 1979, the City shall provide Dental Insurance for the individual member and family.
 - 2. Any increase in the Dental Insurance premium above the premium increase effective January 1, 1979, shall be borne by the member.
 - C. 1. The City shall provide a five thousand (\$5,000) dollar Life Insurance policy to each member. The member shall designate the beneficiary to the policy.
 - 2. Effective January 1, 1980, the City will provide a ten thousand (\$10,000) dollar Life Insurance policy of the life of each member, with the member to designate the beneficiary thereof.
 - D. The City shall provide legal representation for all employees if litigation should develop as a result of actions performed in the course of duties as a City employee.
 - E. An employee, upon retirement and at his own expense, shall be permitted to continue all insurance coverage in effect as set forth above.

ARTICLE XVI

EXCHANGE OF DAYS OFF

A. The Department Head may grant a reasonable, timely written 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 employees who make this request. Under no circumstances will employees be permitted to exchange days off if such exchange would entitle either employee to receive overtime.

ARTICLE XVII

CLOTHING ALLOWANCE

- A. The City shall provide a one hundred fifty (\$150) dollar clothing allowance given annually to all employees covered by this Agreement who had received a clothing allowance pursuant to previous Agreements; seventy-five (\$75) dollars to be paid on May 15th and seventy-five (\$75) dollars to be paid on September 15th.
- B. The City shall provide a one hundred (\$100) dollar clothing maintenance allowance given annually to all employees covered by this Agreement who were not and are not entitled to a clothing allowance under section A of this article. Payment of this money shall be made on May 15th.
- C. 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 the respective Department.
- D. All personal items that are damaged, lost or destroyed in the line of duty, which are not covered by insurance, shall be replaced by the City, after inspection and certification.

 The City's liability shall not be more than three hundred (\$300) dollars per incident.
- E. In the event that the City originates any changes in the present uniform or work clothing or any part thereof, of any City department, then the cost to each employee as a result of such change shall be borne by the City, and shall not be considered part of any clothing allowance.

ARTICLE XVIII

TIME OFF

- A. Employees shall be granted time off without deduction from pay or time owed for the following request:
 - 1. Death in the immediate family, from the date of death to and including the day of the funeral, with a maximum of five (5) days or seven (7) days in the event of travel, number of days to be determined by the Superintendent or Commissioner of Department whichever is applicable.
 - 2. Serious illness (including childbirth) in the immediate family residing with the employee no more than three (3) days.
 - 3. Immediate family shall consist of wife, husband, child, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law, brother-in-law, and spouse's grandparents.
 - 4. Any time off under this article shall not be deducted from any other time or benefits owed to the employee and item 1 and 2 are not to be accumulated.

ARTICLE XIX

MILITARY LEAVE

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

ARTICLE XX

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise effecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department.
- C. The term "grievance" as used herein, means any controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement, and may be raised by an individual, the Association at the request of and on behalf of an individual or individuals or the City.
- D. 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 shall institute action under the provisions hereof within five (5) 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 immediate supervisor for the purpose of resolving the matter informally. Failure to

Article XX - Grievance Procedure continued:

act within the said five (5) calendar days, shall be deemed to constitute an abandonment of the grievance.

Step Two:

If no agreement can be reached orally within five (5) calendar days of the initial discussion with his supervisor, the employee may present the grievance in writing within five (5) calendar days to the Department Head or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated and the remedy requested by the grievant. The Department Head or his designated representative will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance.

Step Three:

If the Association wishes to appeal the decision of the Department Head such appeal shall be presented in writing to the Governing Body within ten (10) calendar days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Governing Body shall respond, in writing, to the grievance within twenty (20) calendar days of the submission.

Step Four:

If the grievance is not settled through Steps 1 and 2, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the New

Article XX - Grievance Procedure continued:

Jersey State Board of Mediation costs for the services of the arbitrator shall be borne equally by the City and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

- E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
 - 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 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 to supplement thereto. The decision of the arbitrator shall be final and binding.
- F. The designated Association representatives 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 the designated representative's department or require the recall of off-duty employees, and further provided that per-

Article XX - Grievance Procedure continued:

mission is granted in advance by the Department Head or his designee.

- G. 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 therefore, 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.
- H. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitraiton hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Governing Body on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

ARTICLE XXI

QUALIFICATIONS OF EMPLOYMENT

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

ARTICLE XXII

COMMENDATION

A. Two (2) days compensatory time off shall be granted to an employee who has received a commendation from the Governing Body.

ARTICLE XXIII

WAGES

- A. Effective January 1, 1978 all employees covered by this Agreement who were hired before January 1, 1978, shall receive a six (6%) percent salary adjustment to be added to the base salary received in 1977.
- B. Effective January 1, 1979 all employees covered by this Agreement who are hired before January 1, 1979, shall receive a salary adjustment in the amount of six (6%) percent salary adjustment to be added to the base salary received in 1978.
- C. Effective January 1, 1980 all employees covered by this Agreement who are hired before January 1, 1980, shall receive a seven (7%) percent salary adjustment to be added to the base salary received in 1979.
- D. In the event an employee is officially designated to work out of title, he shall be paid at the rate of pay for the higher title provided the vacancy was not caused by vacation or sickness. In order to be entitled to the higher pay, the employee must work in the higher title for thirty (30) days, and then he shall receive the additional pay retroactive to the first day of work in the higher title.
- E. The present number of increments in each salary range for each job classification shall remain in effect.

ARTICLE XXIV

LONGEVITY

- A. Employees shall receive longevity compensation which shall be computed at the rate of two (2%) percent of the employees base pay for every five (5) years of service with a maximum limit of twelve (12%) percent. (Thirty (30) years.
- B. 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 XXV

PROBATIONARY PERIOD

A. New employees shall serve a probationary period of six (6) 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 XXVI

COURT TIME

- A. 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 Article X, Overtime.
- B. If an employee is required to appear in Court on City related business, he is expected to be dressed in suitable fashion.

ARTICLE XXVII

SCHOOLING

- A. The City shall pay for full tuition including all books and credits for job related courses when authorized in advance and approved by the Head of Department and the Board Governing Body.
- B. In addition to his salary, each employee shall receive an additional twenty-five (\$25) dollars per year for each job related college credit acquired. All college credits previously earned by employees of this City may be submitted for review to the Governing Body as to determine whether said credits qualify for payment under this section. No credits earned through any correspondence courses or in Basic Training qualify for payment under this section.
 - 1. When an employee earns a four year degree in any job related curriculum he shall receive an increase in his salary of fourteen hundred (\$1,400) dollars.
 - 2. When an employee earns a two year degree in any job related curriculum he shall receive an increase in his salary of eleven hundred (\$1,100) dollars.
 - 3. The maximum amount of compensation an employee may receive for college credits which are accumulative as set forth above, without having received a two year or a four year degree would be nine hundred (\$900) dollars.

-Article XXVII - Schooling continued:

- C. All courses to be submitted for approval by an employee must be turned in prior to January 15th and July 15th of each year for payment of said credits.
- D. The monetary amount of payment acquired by an employee through this section shall be paid to the employee in equal amounts on the regular pay days of his Department.
- E. Credits eligible for payment under this section shall include all courses that are required to obtain a job related degree at any college. The program and the courses required thereof shall be eligible for payment under this section and this payment is to include full tuition, all books, and credits.
- F. Employees shall submit a copy of an official transcript from their respective college to the Head of Department and OCMEA representative in order to take advantage of this section.
- G. Opportunity to attend schools shall not be denied because of the cash payment requirements contained herein nor shall opportunity to attend schools be arbitrary, capricious or discriminatorily denied.
- H. The Departments will establish a program of inservice training courses for the benefit of all employees.
- I. The City shall reimburse all members for meals, gasoline and tolls while attending job related schools. The amount of reimbursement for meals shall be three dollars and fifty cents (3.50) for lunch and five (\$5.00) dollars for dinner.

Article XXVII - Schooling continued:

- J. In the event an employee is not able to use a City vehicle to attend a job related school, he shall be compensated at the rate of fourteen $(14\acute{e})$ cents per mile and tolls.
- K. When the Head of Department receives notice of availability of job related training schools, the Head of Department shall post a notice advising all employees of the availability for said schools or seminars.

ARTICLE XXVIII

MUTUAL COOPERATION PLEDGE

- A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance or the employee's duty of employment), work stoppage, slow-down, walkout or other illegal job action against the City. The Association agrees that such action would constitute a material breech of this Agreement.
- B. In the event of a strike, slow-down, walkout or job action, it is covenanted and agreed that participation in any such activity by any Association member shall entitle the City to invoke any of the following alternatives:
 - Withdrawal of dues deduction privileges
 (if previously granted).
 - 2. Such activity shall be deemed grounds for disciplinary action, up to and including termination of employment, of such employee or employees.
- C. The Association agrees that it will take or cause to be taken reasonable and prompt procedures and actions to prevent its members from participating in any strike, work

Article XXVIII - Mutual Cooperation Pledge continued:

Association actions will include publicly disavowing such activities and ordering all such members who participate in such activities to cease and desist from same immediately and to return to work along with other steps, if any, as may be necessary.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judical relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breech by the Association or its members.

ARTICLE XXIX

MISCELLANEOUS

- A. Each employee shall have access to his personnel file at reasonable times and upon request and prior approval of the Department Head.
- B. All employees shall be made aware of any reports or changes made against him. He shall have the right to remain silent until he consults with an attorney or the Association.
- C. All disciplinary action, including suspension, taken against any employee shall be done in accordance with Civil Service Rules and Regulations. In cases when the Department Head deems the suspension of an employee to be an immediate necessity for the safety of the public or the welfare of the City, he shall submit a report explaining such action to the Governing Body. A copy of said report shall be given immediately to the employee.
- D. Employees shall be entitled to engage in outside employment during off duty hours provided that such employment does not conflict with his employment responsibilities as an employee of Ocean City.
- E. All employees shall be entitled to two (2) fifteen (15) minute coffee breaks for every eight (8) hour shift.

ARTICLE XXX

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law, or by a Court of other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXI

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. Duirng the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXII

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1978, and shall remain in effect to and including December 31, 1980, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

FOR THE CITY

FOR THE ASSOCIATION