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TREASURER'S OFFICE  
OCEAN CITY, N. J.

AGREEMENT

between

Ocean City, city of  
CITY OF OCEAN CITY

CAPE MAY COUNTY, NEW JERSEY

and

OCEAN CITY MUNICIPAL

EMPLOYEES' ASSOCIATION

X January 1, 1981.....through.....December 31, 1983

APPENDIX A

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 TREASURER'S OFFICE  
 OCEAN CITY, N. J.

Administrative Secretary  
 Ambulance Driver  
 Assistant Carpenter Foreman  
 Assessing Clerk (3)  
 Assessing Clerk (P.T.)  
 Assistant Dog Warden  
 Assistant painter Foreman  
 Assist. Recreation Maint. Foreman  
 Assist. Superintendent of Recreation  
 Boat Operator  
 Bookkeeping Machine Operator (1)  
 Building Maintenance Worker  
 Building Maintenance Worker, Foreman  
 Clerk  
 Clerk Bookkeeper  
 Clerk (P.T.)  
 Clerk Stenographer  
 Clerk Typist  
 Coastal Zone Management Specialist  
 Deckhand  
 Deputy City Clerk  
 Deputy Municipal Court Clerk  
 Dog Warden  
 Bridge Engineer  
 Bridge Master  
 Bridge Mechanic  
 Bridge Operator  
 Engineering Aide  
 Equipment Operator  
 Equipment Operator Sweeper  
 Garage Attendant  
 Groundskeeper Foreman  
 Heavy Equipment Operator  
 Heavy Equipment Operator, Foreman  
 Junior Librarian  
 Junior Librarian Assistant  
 Junior Librarian Assistant (P.T.)  
 Laborer  
 Laborer Foreman  
 Laborer, Heavy  
 Maintenance & Construction Carpenter  
 Maintenance & Construction Carp., Foreman  
 Maintenance & Construction Mason  
 Maintenance & Construction Painter  
 Maintenance & Constr. Painter, Foreman  
 Maintenance & Construction Plumber  
 Maintenance & Constr. Plumber, Foreman  
 Maintenance & Construction Welder  
 Maintenance Repairer  
 Maintenance Repairer Carpenter  
 Maintenance Repairer Electrician  
 Maintenance Repairer Painter  
 Maintenance Repairer Plumber  
 Mechanical Repairer (Mechanic)  
 (D. S. Title: Auto Mechanic)

Mechanical Repairer, Foreman  
 Mechanical Repairer, Helper  
 Municipal Court Clerk  
 Omnibus Operator Class #1  
 Park Foreman  
 Parking Violations Officer  
 P & F Signal System Repairer  
 P & F Signal System Foreman  
 Personnel Technician  
 Photographer  
 Police Identification Clerk  
 Principal Account Clerk Typist  
 Principal Bookkeeping Machine Operator, Typ. (2)  
 Principal Clerk  
 Principal Clerk Typist  
 Principal Clerk-Bookkeeper  
 Principal Clerk Stenographer  
 Purchasing Assistant (1)  
 Radio Technician  
 Recreation Leader  
 Recreation Maintenance Supervisor  
 Recreation Maintenance Foreman  
 Recreation Maintenance Worker  
 Recreation Parks & Gardens Foreman  
 Recreation Supervisor Sport  
 Secretarial Assistant, Stenography  
 Senior Accountant (1)  
 Senior Account Clerk, Typing  
 Senior Assessing Clerk  
 Senior Bookkeeping Machine Operator (2)  
 Senior Building Maintenance Worker  
 Senior Clerk Bookkeeper  
 Senior Clerk Stenographer  
 Senior Engineering Aide  
 Senior Library Assistant  
 Senior Maintenance Repair Carpenter  
 Senior Mechanical Repairer  
 Senior Mechanical Repairer, Auto  
 Senior Maintenance & Construction Painter  
 Senior Recreation Maintenance Worker  
 Sign Designer Processor & Letterer  
 Sign Designer Processor & Letterer, Helper  
 Shoreman  
 Special Police School Crossing Guard (P.T.)  
 Storekeeper  
 Street Foreman  
 Supervisor Library, Assistant  
 Supervisor Music Pier  
 Telephone Operator  
 Telephone Operator (P.T.)  
 Traffic Maintenance Worker  
 Traffic Maintenance Foreman  
 Truck Driver  
 Violations Clerk  
 Welder

\*Senior Clerk Typist

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TREASURER'S OFFICE  
OCEAN CITY, N. J.

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PREAMBLE

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TREASURER'S OFFICE  
OCEAN CITY, N. J.

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1981, 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 the Ocean City Municipal Employees Association, hereinafter called the "Association", represents the understanding between the City and the Association on all issues contained herewithin.

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 Ocean City Municipal Employees Association as exclusive and sole representative of all collective negotiations concerning grievances and terms and conditions of employment, for all regular full-time personnel and permanent part-time employees of the City as enumerated in Appendix "A", but excluding uniformed employees of the Police and Fire Divisions, Lifeguards, Division Heads, Elected Officials, Managerial and Professional Employees.

B. Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees, should include female employees.

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ARTICLE II  
MANAGEMENT RIGHTS

A. 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 the Constitution of the State of New Jersey and of the United States.

ARTICLE III  
RULES AND REGULATIONS

A. Pursuant to Chapter 123, P.L. of N.J., 1974, the City agrees that it will not establish new work rules or regulations, or modify existing work rules or regulations governing wages, hours, or working conditions except those so negotiated in this Agreement without prior negotiations with the Association.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to its effective date.

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.

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TREASURER'S OFFICE  
OCEAN CITY, N. J.ARTICLE VASSOCIATION REPRESENTATIVES AND MEMBERS

A. The City agrees to grant time off to Association Delegates, not to exceed five (5) days for the purpose of attending state and/or international meetings or conventions, provided that said Delegates provide the Division Head with four (4) working days 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 division, and such permission shall not be unreasonably denied.

B. Upon prior request and authorization of the Division Head, or his designee, authorized representatives of the Association shall be permitted to visit the offices of the Division Head, City Administrator, or Personnel Director 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 Divisions.

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 an emergency arises.

ARTICLE VIRETENTION OF CIVIL RIGHTS

A. Association members shall retain all civil rights and protections of the laws, rules, and regulations of the State of New Jersey and of the United States of America.

ARTICLE VII  
SUB CONTRACTING (INDEPENDENT)

A. The City shall notify the Municipal Employees' Association at least one month in advance of any plans to grant a sub-contract which affects the present levels of employment.

B. The City agrees to sit and meet with the Municipal Employees Association representatives to discuss any such plans.

ARTICLE VIII  
EXTRA CONTRACT AGREEMENT

A. The City agrees not to enter into any other Agreements or Contracts 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  
LEAVES OF ABSENCE

A. Military Leave shall be granted in accordance with the law.

B. Leaves of absence without pay may be granted by the City for good reason.

C. Leaves of absence shall be granted without pay to an employee to campaign for or serve in a public office.

D. Maternity Leave shall be granted in accordance with the law. Employees shall give written notification to the Division Head at least ninety (90) days (if possible) prior to taking physical disability leave.

E. Leaves of absence shall be requested by employees in writing at least thirty (30) days prior to commencement of said leave.

ARTICLE X  
WORK WEEK, OVERTIME

A. The present on-going working hours per week shall be continued in effect for all Divisions of the City.

B. Overtime shall be defined as time worked beyond the full-time employees' regular work week. 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 requested to work on a holiday, he shall be paid for all time worked at the rate of time and one-half and he shall receive one compensatory day. 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 Divisions 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 provided he is able to do so, otherwise, he shall report as soon as possible.

G. Any employee who is designated to be on call for a given week, shall be granted one compensatory day for each week so designated.

1. On call duty shall be assigned on a fair and equal basis.



ARTICLE XI  
VACATIONS

A. Annual vacations shall be granted as follow:

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.

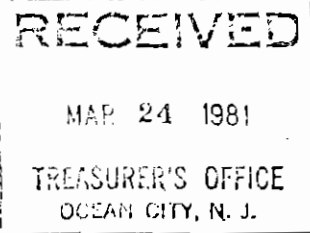
B. If an employee becomes sufficiently ill so as to require in-patient hospitalization while he or she is on vacation, he or she may charge such period of illness and post hospital recuperation against sick leave at his or her option. Said employee must submit proof of hospitalization and Physician's certificate as to the need for post hospital recuperation.

C. For members of the Bargaining Unit, vacations shall be picked by seniority, within classification, in each individual Division.

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 Division Head unless the Division 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 Division Head may be carried forward into the next succeeding year only, and will be scheduled by the Division Head to be taken in the next succeeding year.

F. Employees shall not be recalled to work on their vacation except in emergency.



ARTICLE XII  
HOLIDAYS

- A. The following shall constitute paid holidays:
- |                      |                         |
|----------------------|-------------------------|
| New Year's Day ✓     | Washington's Birthday ✓ |
| Memorial Day ✓       | Good Friday ✓           |
| Independence Day ✓   | Primary Election Day    |
| Thanksgiving Day ✓   | Columbus Day ✓          |
| Christmas Day ✓      | Veteran's Day ✓         |
| Labor Day ✓          | November Election Day   |
| Lincoln's Birthday ✓ |                         |

B. Effective January 1, 1982 Martin Luther King Day, shall be added to above, included as a paid holiday, and every year thereafter.

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 City Administration 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 bonifide sickness.

1. Permanent part-time employees shall be granted sick leave on a pro-rated basis per year, which shall be accumulated without maximum limitation from year to year.

C. Verification of sick leave shall be in accordance with Civil Service rules and regulations, N.J.A.C. 4:1-17.18.

## Article XIV - Sick Leave

D. If an employee retires without using up his sick leave, he shall be compensated for said sick leave at the regular straight time rate of pay at the 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 regular rate of pay at the time of death. Two hundred sixty (260) days shall be the maximum accumulated sick leave days which an employee shall be entitled to receive compensation and twenty-two thousand, five hundred dollars (\$22,500.00) shall be the maximum amount payable regardless of the number of sick leave days accumulated.

E. Prior to going on terminal leave, all employees shall receive accrued benefits, but while on terminal leave each employee shall not be entitled to any additional sick leave, vacation time, or other benefits offered active employees.

## ARTICLE XV

### INSURANCE, HEALTH AND WELFARE

A. The City shall provide a comprehensive health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees, office visits, and all of the benefits which are currently included in the health benefit program, at the date of this agreement, for the member and his family. If during the term of this agreement, the state health benefits program increases its coverages, then the City will increase same, provided basic coverages are equal.

B. The City shall continue to provide dental insurance for the individual member and family, at the level of benefit that is in effect at the date of this agreement.

C. The City shall provide a \$10,000.00 life insurance policy on the life of each member. The employee shall designate the beneficiary thereof. Upon separation of service of the member, and at his option and cost, may convert said life insurance policy on an individual basis.

D. The City shall provide legal representation for all employees, if litigation should develop as a result of actions performed in the course of duty, as a City employee.

Insurance, Health and Welfare - Article XV

E. Effective January 1, 1983, the City shall provide a co-pay Prescription Plan (\$1.00 co-pay) for the individual and his family. Said plan shall be in accordance to that agreed to between the City and the MEA as indicated in "side-agreement."

F. An employee, upon retirement and at his own expense, shall be permitted to continue the comprehensive health benefit program, excluding the dental and the prescription coverages.

ARTICLE XVI

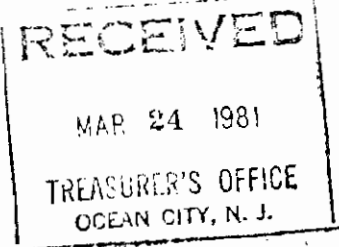
AGENCY SHOP

A. In order to adequately offset the per capita cost of services rendered by the Association as the majority representative, the representation fee shall be 85% of the amount charged for regular membership dues, initiation fees, and assessments made by the Association to its own members.

B. The representation fee shall be deducted in as nearly as equal installments, if possible, from the paychecks paid to each employee who has chosen not to become a full dues paying member of the Municipal Employees Association.

C. Within ninety days (90) of the onset of employment of any non-member, the representation fee shall be assessed retroactively to the first day of his employment.

D. In compliance with Chapter 477, P.L. 1979, the Association agrees to adopt a demand and return system.



ARTICLE XVII  
CLOTHING ALLOWANCE

A. The City shall provide a one hundred fifty (\$150.00) dollar clothing allowance given annually to all employees covered by this Agreement who had received a clothing allowance pursuant to previous Agreements; seventy-five (\$75.00) dollars to be paid on May 15th and seventy-five (\$75.00) dollars to be paid on September 15th.

1. Effective January 1, 1982, the one hundred fifty (\$150.00) dollar payment shall be increased to one hundred, eighty-five (\$185.00) dollars and payments shall be increased from seventy-five (\$75.00) dollars to ninety-two dollars and fifty cents (\$92.50).

B. The City shall provide a one hundred (\$100.00) 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. Payments of this money shall be made on May 15th.

1. Effective January 1, 1982, the one hundred (\$100.00) dollar payment shall be increased to one hundred, thirty-five (\$135.00) dollars.

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

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 by the appropriate Division Head. The City's liability shall not be more than three hundred (\$300.00) dollars per incident.

ARTICLE XVIII  
TIME OFF

A. Employees shall be granted time off without deduction from pay or time owed for the following requests:

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. Proper notification shall be given to the appropriate Division Head as soon as possible. Proper notification shall mean

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Article XVIII - Time Off.

number of days being used and expected date of return and any applicable travel information.

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 items 1 and 2 are not to be accumulative.

ARTICLE XIX  
LIBRARY EMPLOYEES

A. The full time employees of the library shall continue to work the same number of hours per week as is the present and past practice. The work year and calendar shall be as directed by the Library Director.

B. The library employees shall utilize the same grievance procedure as set forth in this Agreement, with exception that Step One shall be the Library Director, and Step Two shall be the Library Board.

C. Full time employees shall be granted thirteen (13) paid holidays during 1981, and effective January 1, 1982, shall be granted fourteen (14) paid holidays, all of which are to be designated by the Library Board.

D. Full time library employees shall be entitled to the same benefits and protections stated elsewhere within this Agreement, unless otherwise provided for within this article.

E. Permanent part-time employees who work at least twenty (20) hours per week, shall receive the benefits on a pro-rated basis in accordance with amount of time worked except for medical insurances, for which they shall receive 100% coverage. Said employees shall be entitled to the same protections of this Agreement afforded other members represented by the Association.

Article XIX - Library Employees

1. Permanent part-time employees shall work the hours so designated by the Library Director and they shall work the schedule and calendar so designated by the Library Director.

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 Division.

C. A "grievance" as used herein, means any controversy arising over the interpretation, application, or violation of policies, agreements, or administrative decisions affecting the terms and conditions of employment of an employee, group of employees, or the Association.

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 a step is waived by mutual consent:

I. Step One - Division Head (Library Director)

a. The aggrieved party may file his grievance in writing to the appropriate Division Head within seventeen (17) calendar days after the occurrence of the event giving rise to the grievance. (Grievance form to be used)

b. The Division Head (Library Director) shall have ten calendar days to meet with the grievant and to render a written decision to the grievance.

II. Step Two - Personnel Director (Library Board)

A. If the grievant is not satisfied with the decision rendered at level One, he may advance the grievance to Level Two within five calendar days after receiving the Level One answer, or if no Level One answer has been rendered, within fifteen calendar days from the day the grievance was submitted at Level One.

Article XX - Grievance Procedure

b. The Personnel Director shall have ten calendar days from the date grievance was submitted at Level Two, to answer the grievance in writing.

C. In the case of the library employees, the Library Board shall have five days from the next regularly scheduled Board meeting since the grievance was submitted at Level Two.

III. Step Three - Binding Arbitration

a. If the grievant is not satisfied with the decision rendered at Level Two, he may advance the grievance to Binding Arbitration within ten (10) calendar days of the date Level Two answer was received, or, if no decision were rendered at Level Two, he may advance the grievance to binding arbitration within twenty days from the date the grievance was submitted at Level Two (or thirty (30) days in the case of Library employees). The grievance shall be submitted pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission. Costs for the service 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.

1. 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.

E. 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 Division or require the recall of off-duty employees, and further provided that permission is granted in advance by the appropriate Division Head or his designee.



Article XX - Grievance Procedure

F. Any aggrieved party may be represented at all stages of the grievance procedure and no reprisals of any kind shall be taken by the City against any party or representative involved in the grievance.

G. All employees who have filed a grievance under this Agreement shall continue to work in accordance with the direction of the Division Head or other supervisory personnel until such grievance is properly determined.

SAMPLE GRIEVANCE FORM

GRIEVANCE:

BASIS OF GRIEVANCE:

BACKGROUND/FACTS:

REMEDY SOUGHT:

DATE FILED: \_\_\_\_\_

GRIEVANT: \_\_\_\_\_

FOR THE ASSOCIATION: \_\_\_\_\_

ARTICLE XXI  
EVALUATION PROCEDURES ✓

A. Employees shall be evaluated by their supervisors or other designee at least once each contract year which is to be followed by a written evaluation report and by a conference between the employee and the evaluator for the purpose of identifying strengths and weaknesses.

B. An employee shall be given a copy of any evaluation report prepared by his evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the personnel office or placed in the employee's file without prior conference. The employee shall sign the evaluation report and date it when it is presented to him. Said signature shall merely indicate that the employee has received a copy of the report.

C. An employee shall have the right to review the contents of his personnel file. An employee shall have the right to have a representative of the Association accompany him during such review.

D. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his personnel file unless the employee has received a copy of it which shall be indicated by the employee's signature on the document in the file folder of the employee.

E. No employee shall be disciplined or reduced in compensation without just cause and such action shall be subject to the grievance procedure.

F. An employee may have a representative of the Association present in any meeting where the matter could adversely affect continued employment, withholding of increment, or disciplinary action.

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ARTICLE XXII

COMMENDATION

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

ARTICLE XXIII

WAGES

A. Effective January 1, 1981, all employees covered by this Agreement who were hired before January 1, 1981, shall receive a ten (10) percent salary increase to be added to the base salary received in 1980, as indicated in Appendix "B".

B. Effective January 1, 1982, all employees covered by this Agreement who are hired before January 1, 1982, shall receive a salary increase in the amount of nine (9) percent to be added to the base salary received in 1981, as indicated in Appendix "C",

C. Effective January 1, 1983, all employees covered by this Agreement who are hired before January 1, 1983, shall receive a nine (9) percent increase to be added to the base salary received in 1982, as indicated in Appendix "D".

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, and all employees shall advance accordingly provided they have received a satisfactory rating the previous year.

F. All employees hired prior to July 1 in any given year shall be eligible to receive the appropriate increment. All employees hired from July 1st through December 31st, shall not be eligible for increment until the second January 1st they have been in the employ of the City. All other increments shall be payable January 1st of any given year.

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, and said employee shall suffer no loss in pay during working hours.

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 Division Head.

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 Personnel Director 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 sixteen hundred (\$1600 ) dollars.

2. When an employee earns a two year degree in any job related curriculum he shall receive an increase in his salary of twelve hundred (\$1200) 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 shall be nine hundred (\$900) dollars.

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 Division.

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.

Article XXVII - Schooling

F. Employees shall submit a copy of an official transcript from their respective college to the Division Head 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 Divisions will establish a program of in-service 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 five dollars (\$5.00) for lunch and eight dollars (\$8.00) for dinner.

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 twenty (.20) cents per mile and tolls. Effective January 1, 1982, twenty (.20) shall be increased to twenty-one (.21) cents and on January 1, 1983, twenty-one (.21) cents shall be increased to twenty-two (.22) cents.

K. When the Division Head receives notice of availability of job related training schools, the Division Head shall post a notice advising all employees of the availability for said schools or seminars.

ARTICLE XXVIII

MUTUAL COOPERATION PLEDGE

A. The Association hereby agrees that during the term of this Agreement, it will not authorize a strike or illegal job action against the City.

B. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have under the law.

ARTICLE XXIX  
MISCELLANEOUS

A. Each employee shall have access to his personnel file at reasonable times and upon request and prior approval of the Division Head.

B. All employees shall be made aware of any reports or charges 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 Division 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 City Administration. 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 or 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

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1981, and shall remain in effect to and including December 31, 1983, 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.

B. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Ocean City, on this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

FOR THE CITY:

\_\_\_\_\_  
\_\_\_\_\_

FOR THE ASSOCIATION:

\_\_\_\_\_  
\_\_\_\_\_



**RECEIVED**  
MAY 24 1981  
TREASURER'S OFFICE  
OCEAN CITY, N. J.

**SIDE-BAR AGREEMENT**

The City and the Association agree that the School Crossing Guards shall be a part of the MEA and shall be entitled to 6½ sick leave days which shall be accumulated without maximum limitation from year to year. Said employees shall be entitled to all benefits within the MEA contract except for holidays and vacations. It is understood that said employees shall work in accordance with the school calendar. It is understood that the City is not precluded from assigning said employees to another authority within the City.

FOR THE CITY:

FOR THE ASSOCIATION:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
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