

Contract #1939

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AND LABOR RELATIONS

MAY 12 1994

RUTGERS UNIVERSITY

**AGREEMENT**

**BETWEEN**

**CITY OF OCEAN CITY**

**AND**

**FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION**

**LOCAL 327**

**JANUARY 1, 1993 THROUGH DECEMBER 31, 1995**

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**PREAMBLE**

THIS AGREEMENT entered into this 3rd day of MAY, 1994 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 Local 327 of the Fireman's Mutual Benevolent 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 as exclusive and sole representative of all collective negotiations concerning grievances and terms and conditions of employment, for all full-time provisional/permanent Emergency Medical Technicians, excluding all other employees of the City.

**ARTICLE II**

**LEGAL REFERENCE**

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under any other applicable laws and regulations.

B. The provisions of this Agreement shall be subject to and subordinate to State law, but nothing contained herein shall be deemed to subordinate this contract to local ordinances.

ARTICLE III

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.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of the 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 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.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authorities under N.J.S.A. 40:1-1 et. seq. N.J.S.A. 40A:1-1 et. seq. N.J.S.A. 11:1-1 et. seq. any other national, state or county law or administrative code.

**ARTICLE IV**

**ASSOCIATION REPRESENTATIVES AND MEMBERS**

A. The City agrees to provide duly authorized representative(s) time off to attend state or national union conventions in accordance with N.J.S.A. 11:26C-4.

B. Upon prior request and authorization of the Director of Public Safety, or his/her designee, authorized representatives of the Association shall be permitted to visit the City offices for the purposes of investigating alleged violations of the Agreement. In no event, shall there be any interference with the operation of the City or E.M.S. Division.

C. During negotiations, the authorized Association representatives, not to exceed two (2), 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 need arises.

D. The City and Association agree that all hours spent attending to Association business and attending negotiations pursuant to this Article are not mandated work by the City and as such are not compensable as hours worked for Fair Labor Standards Act purposes.

**ARTICLE V**

**RETENTION OF CIVIL RIGHTS**

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

**ARTICLE VI**

**LEAVES OF ABSENCE**

A. Leaves of absence, without pay, may be granted by the City for emergency situations, or other valid reasons, by the department head and approved by the appointing authority in accordance with current New Jersey Department of Personnel rules.



ARTICLE VII

RETIREMENT

A. Retirement health benefits

1. A member who retires on/after January 1, 1990 with 25 or more years of permanent full time service with the City of Ocean City shall receive health benefit coverage (medical/major medical) for the retiree and his/her family.
2. Such coverage shall not extend beyond the employee attaining the age of 65 or becoming eligible for Medicare/Medicaid, or until the death of said employee.
  - (a) When a member, who retires after January 1, 1992, and 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 \$10,000 per illness/injury.
3. Such coverage shall be limited to retirees who are not covered by an equal or better health insurance plan through a future employer.

4. If a retiree's future employment terminates and thereby discontinues his/her health insurance, she/he must notify the City of Ocean City prior to October 1st so that they might be budgeted and included in the next open enrollment period. In the event the plan does not permit reentry, the retiree shall not be covered.
5. It is understood and agreed that health care coverage for retirees is not retroactive and will only apply to individuals who retire after January 1, 1990 who conform to any restrictions noted above.

B. An employee upon retirement and at his/her own expense, shall be permitted to continue the comprehensive health benefit program (medical/major medical) for the retiree and his/her family.

C. Terminal Leave upon retirement

1. If a member retires without using up all his/her sick leave, s/he shall be compensated for the remaining days at the regular rate of pay in effect at the time of retirement.
2. Terminal leave payment shall not exceed \$12,500.
3. If a member dies prior to retirement, and would have been eligible to retire, his/her estate is entitled to a terminal leave payment upon providing undisputed legal right to inherit, and subject to the limitations above.

**ARTICLE VIII**

**WORK WEEK AND OVERTIME**

A. Hours of Work:

The normal work week shall consist of an average of forty (40) hours per week.

B. Overtime

1. Overtime shall be defined as time worked in excess of forty hours in a work week.

2. 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:

0 - 15 minutes	no compensation
16 - 30 minutes	.5 hours compensation
31 - 60 minutes	1.0 hours compensation

Thereafter, all overtime will be administered in .50 hour segments.

2. If the Employer gives the employee at least twenty-four (24) hours notice of overtime work, the Employer will then have the option of paying comp time or pay or a combination thereof. In the event the notice is less than twenty-four (24) hours, form of payment will be the employee's choice.

3. If an employee is recalled to duty, s/he shall receive a minimum of three (3) hours at time and one-half (1 1/2) of his/her regular rate of pay.
4. All employees upon being personally notified of an emergency, shall report to work within thirty (30) minutes provided s/he is able to do so, otherwise, s/he shall report as soon as possible.

## ARTICLE IX

### VACATIONS

- A. Annual vacations shall be granted as follows:
  1. From the date of hire to the end of the first calendar year - one (1) working day for each month.
  2. From the beginning of the second calendar year till the end of the fifth calendar year - twelve (12) working days.
  3. From the beginning of the sixth calendar year till the end of the tenth calendar year - fifteen (15) working days.
  4. From the beginning of the eleventh calendar year till the end of the fifteenth calendar year - twenty-two (22) working days.
  5. From the beginning of the sixteenth calendar year till the date of retirement - twenty-five (25) working days.

**ARTICLE X**

**HOLIDAYS**

A. The following shall constitute paid holidays under this agreement:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. November Election
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day

B. Members scheduled for work on a holiday will receive one additional day's compensation. Members normally scheduled off will receive a holiday posted to the records for later use.

**ARTICLE XI**

**INJURY LEAVE**

If any employee is incapacitated and unable to work because of a job-related injury, he/she shall be entitled to injury leave with full pay during the period in which he/she is unable to perform his/her duties up to a period of one year as mutually certified by the employee's own doctor and the City's doctor. These wages are to be offset by the amount of workmen's compensation wage payments pursuant to Chapter XV of Title 34 of the Revised Statutes of the State of New Jersey.

**ARTICLE XII**

**SICK LEAVE**

- A. All employees shall be entitled to sick leave with pay.
- B. Amount of Sick Leave
1. During employment, employees shall be entitled to accrue one and one-quarter (1 1/4) calendar sick days per month. After the initial year of hire, these days shall be added January 1 each year at the rate of fifteen (15) calendar days, in anticipation of continued employment for the full year.
  2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year.
- C. Reporting of Absence on Sick Leave
1. Employees shall call in prior to the start of their shift in accordance with Departmental procedures. In the event an employee is unable to notify his/her Department Head or designee prior to the start of their shift, a fifteen (15) minute grace period will be enacted. Extenuating circumstances shall be given fair consideration.

- (a) Failure to so notify the Department Head or his designee may be cause for denial of the use of sick leave for that absence and may constitute cause for disciplinary action.
- (b) Absence without notice for five (5) consecutive days may constitute a resignation not in good standing.

D. Verification of Sick Leave

1. An employee who has been absent on sick leave for five (5) or more consecutive days may be required to submit acceptable medical evidence substantiating the illness.
  - (a) An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his/her sick leave record reviewed by the City and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.



(b) The City may require proof of illness of an employee on sick leave, whenever there appears to be abuse. Abuse of sick leave shall be cause for disciplinary action.

(c) The Union further acknowledges that the City, through its Business Administrator or his designee, may adopt such sick leave verification policies from time to time to control sick leave abuses as it may deem necessary. A copy of said policy shall be given to the Union twenty (20) days prior to its implementation.

2. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.
3. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees. If an employee is under a specialist's care due to his/her condition, the specialist's release should be sufficient to return the employee to work.

E. Attendance Incentive - effective January 1, 1994, if a member uses no sick leave during the 1994 and 1995 calendar year, he/she shall have the option of being remunerated up to five (5) day's work at his or her daily rate of pay each year. In this event, five (5) days shall be subtracted from the member's accumulated sick leave bank each year. Payment shall be made during the first month of the succeeding calendar year.

**ARTICLE XIII**

**INSURANCE, HEALTH AND WELFARE**

A. The City shall provide a comprehensive health benefit program including hospitalization, medical treatment, major medical coverage (80% of the first \$3000 and 100% thereafter), surgical fees, office visits, and dental coverage for the employee and his/her family.

1. Maximum benefit coverage for orthodontics shall be \$1,500.
2. Effective upon contract signing, yearly pediatric well care visits, including immunizations, for children up to 12 years of age with a yearly benefit of \$125 (1994)/\$150 (1995) per child.
3. Effective upon contract signing, mandatory pre-admission notification as part of the comprehensive health benefit program. Lack of proper notification will reduce the level of reimbursement for health care expenses by 30%.
  - a. Mandatory Outpatient Procedure notification will be part of the program. Single procedures that cost more than \$500 and multiple procedures for a single medical problem or continuing care which collectively cost more than \$1000 require notification.
4. For all mental care and self inflicted injuries (in-patient, out-patient and out-of-hospital), there is a \$15,000 Benefit Period Maximum and a \$30,000 Lifetime Maximum.

B. Effective upon contract signing, the prescription co-pay shall be \$5.00 for name brand, \$2.00 for generic. The co-pay for active members and their families is ineligible for reimbursement through the major medical part of the health plan.

C. The City shall provide an eye care plan for the employee and his/her family. Coverage shall be one third (1/3) co-pay with a maximum yearly benefit of \$500 for the member and/or his/her family.

D. Effective within thirty days of contract signing, the City shall provide a \$25,000.00 life insurance policy on the life of each member. The employee shall designate the beneficiary thereof. Upon separation of service, the member, at his/her option and cost, may convert said life insurance policy on an individual basis.

E. 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.

F. The City may, at its option, change any of the plans or carriers, as long as substantially the same benefits are provided.

G. To help assure standard health benefits within the Public Safety sub-group and to work toward city-wide standardization of health benefits, FMBA Local 327 agrees to participate in discussions with the City and other bargaining units of the City at any time during the contract period to help develop and agree on common language for all or portions of this article which may include modifications to this article during the life of this contract.

**ARTICLE XIV**

**DUES DEDUCTION**

A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 52:14-15.9(e)), as amended. Said monies together with records of any corrections shall be transmitted to the Association Treasurer within fifteen (15) working days from the payroll period ending date of each bi-weekly payroll period.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the City written notice thirty (30) days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for such employee.

C. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the form and deliver the signed forms to the City Treasurer. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the Association to the City or in reliance upon the official notification on the letterhead of the Association and signed by the President and Secretary of the Association advising of such changed deduction.

D. The Association agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers, agents or members against any employee who refuses or fails to execute an authorization card.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the City Treasurer. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed, in accordance with N.J.S.A. 52:14-15.9(e) as amended.

F. Any permanent or provisional employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days of initial employment within the unit, and any permanent employee previously employed with the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. This representation fee shall be paid in an amount not greater than eighty-five (85%) percent of the regular Association membership dues, fees and assessments as certified to the employer by the Association. The Association may revise its certification on the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation

fee shall continue beyond the termination date of the Agreement as long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in the provision by a successor agreement between the Association and the employer.

G. The Association agrees to furnish the City with a copy of its "demand and return system" which must be established and maintained by the Association in accordance with the law.

H. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

ARTICLE XV

UNIFORM ALLOWANCE

A. The city shall provide an annual uniform allowance (\$500 for 1994 & effective 1995 \$600) for the maintenance and replacement of clothing used for work, to be paid the first pay in October.

1. Amounts shall be reported to the Internal Revenue Service based upon applicable law.

B. All uniforms and work clothes damaged in the line of duty shall be replaced by the City no later than 30 days after inspection and certification by the Department Head.

1. Uniforms that become contaminated with body fluids, in the line of duty, will be commercially laundered at the city's expense.

C. 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 within 30 days after inspection and certification by the appropriate Department Head. The City's liability shall not be more than Three Hundred (\$300.00) Dollars per incident.



**ARTICLE XVI**

**TIME OFF**

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

1. Unit members shall be granted temporary leaves without deduction from pay or accumulated sick leave for death in the immediate family or death of a close friend. The number of days needed shall be determined by the Department Head.

2. Personal Time

An employee may receive two (2) personal days per calendar year to attend to his/her personal business.

(a) Personal time may be used for emergencies, religious holidays or personal matters.

(b) A personal day may be taken any time providing there is no scheduling conflict. A scheduling conflict shall mean anytime the City would have to compensate someone at premium time to give the employee the day off. Any conflict may be resolved on the basis of seniority within the work unit.

(c) Personal time will be granted upon recommendation of the supervisor and approval of the Department Head.

(d) Personal time is not cumulative.

ARTICLE XVII

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. 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:

1. Step One - Department Head

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

(b) The Department Head shall have ten (10) calendar days to meet with the grievant and to render a written decision to the grievance.

2. Step Two - Administrator or Designee

(a) If the grievant is not satisfied with the decision rendered at Level One, he/she may advance the grievance to Level Two within five (5) calendar days after receiving the Level One answer, or if no Level One answer has been rendered, within fifteen (15) calendar days from the day the grievance was submitted at Level One.

(b) The Administrator or designee shall have fifteen (15) calendar days to meet with the grievant and to render a written decision to the grievance.

3. Step Three - Binding Arbitration

(a) In the event the grievance has not been satisfactorily resolved at Step 2, the Union and only the Union may submit the matter to arbitration on the following conditions:

1) The request for arbitration shall be filed only by the International Representative of the Union.

2) The request for arbitration must be filed in writing with the Public Employment Relations Commission (PERC) no later than forty-five (45) working days after receipt of the response or expiration of the time to respond at Step 2.

- (b) Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration or to represent an employee before the Department of Personnel. The Association's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final.
- (c) For all non-disciplinary grievances, the cost 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 witness and the preparation of transcripts, shall be paid by the party incurring same.
- (d) For disciplinary grievances, the cost of the first two arbitration hearings, per year, shall be borne equally by the City and the Association. Thereafter, any additional arbitration costs beyond the first two per year shall be paid by the losing party.
- (e) 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,

subtract from 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.

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 Department Head or his/her designee.

F. Any aggrieved party may be represented by the Association's representatives 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. A minority organization or outside party may not represent anyone at any stage of the grievance procedure.

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

**ARTICLE XVIII**

**DISCIPLINE AND EVALUATION PROCEDURES**

A. Employees shall be evaluated by their supervisors or other designee at least once each year which is 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 the evaluation report prepared by his evaluator at least 24 hours before any conference to discuss it. The employees shall sign the evaluation report and date it when it is presented to him/her. Said signature shall merely indicate that the employee has received a copy of this report.

C. An employee shall have the right to review the contents of his/her personnel file.

D. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her 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. In the event an employee refuses to affix his/her signature to the document, the City shall have the right to note such refusal and place the document in the file.

E. 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.

F. All disciplinary action, including suspension, taken against any employee shall be done in accordance with New Jersey Department of Personnel Rules and Regulations.

## ARTICLE XIX

### WAGES

A. For 1993 all members shall receive 4.5% increase over their 1992 salary.

B. Effective January 1, 1994, a new wage guide consisting of six steps each will be developed by adding a new bottom step \$1,000 less than the 1992 bottom step and increasing the 1993 top step by 3% and dividing the difference from bottom to top by 5.

C. Effective July 1, 1994 the wage guide shall be increased by two and one half (2.5%) percent.

D. Effective January 1, 1995 the wage guide shall be increased by four (4%) percent.

E. Effective July 1, 1995 the wage guide shall be increased by one (1%) percent with the top step only increased by one and one half (1.5%) percent.

### INCREMENTS

A. All employees shall be eligible for step increases annually, provided they have received not less than a satisfactory rating the previous year.

B. 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 XX**

**LONGEVITY**

A. Members shall receive longevity pay which shall be computed in the following manner:

7 - 9 years of service	2%
10 - 14 years of service	5%
15 - 19 years of service	8%
20 - 23 years of service	10%
24+ years of service	12%

B. Members hired from January 1st through June 30th shall receive their longevity retroactive to January 1st of the year hired. Members 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 XXI**

**EDUCATION AND TRAINING**

A. The City shall pay for tuition and books for all courses required by N.J.D.O.H. for E.M.T. certification and recertification and M.I.C.P. certification and recertification or determined job essential by the Department Head.

B. The courses shall be authorized in advance by the Department Head and the employee shall be compensated for the pre-approved costs after successful completion of the course(s).

**ARTICLE XXII**

**MUTUAL COOPERATION PLEDGE**

A. The Union hereby agreed 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 XXIII**

**SEVERABILITY AND SAVINGS**

If any provisions 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

**ARTICLE XIV**

**DURATION**

A. This Agreement shall be in full force and effect as of January 1, 1993 and shall remain in effect to and including December 31, 1995, 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) days, no later than one hundred twenty (120) days prior to the expiration of this Agreement, or 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 3rd day of MAY 1994.

FOR THE ASSOCIATION:

Thomas M. [Signature]  
[Signature]  
[Signature]

FOR THE CITY:

[Signature]  
Angela N. Pellegrini