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CONTRACT

Between

CITY OF OCEAN CITY,
CAPE MAY COUNTY, NEW JERSEY

and

OCEAN CITY MUNICIPAL
EMPLOYEES ASSOCIATION

January 1, 1976 through December 31, 1977

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CONTRACT

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

WITNESSETH:

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

NOW, THEREFORE, IT IS AGREED, as follows:

ASSOCIATION RECOGNITION

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

LEGAL REFERENCE

Section 1. 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.

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

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

MAINTENANCE OF STANDARDS

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

THE ASSOCIATION REPRESENTATIVES AND MEMBERS

Section 1. The employer agrees to grant the necessary time off without discrimination to any member designated by the OCMEA to attend local, state and international meetings or the conventions or to serve in any capacity on other official OCMEA business provided 24 hours notice is given to the employer by the OCMEA. No more than 3 employees from any one Department shall be granted time off at any one time.

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

Section 3. During the negotiations, the OCMEA representatives so authorized by the OCMEA shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary.

THE RETENTION OF CIVIL RIGHTS

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

RETIREMENT

Employees shall retain all pension rights
under New Jersey law.

EXTRA CONTRACT AGREEMENT

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

LEAVE OF ABSENCE

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

WORK WEEK, OVERTIME

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

Section 2. In construing overtime any fraction of a $\frac{1}{2}$ hour shall constitute a $\frac{1}{2}$ hour. Any fraction over $\frac{1}{2}$ hour shall constitute an hour.

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

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

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

Section 6. All overtime for the Fire Department (over and above the 56 hour work week) the hourly rate is to be computed by dividing a weeks pay by forty hours.

Section 7. All overtime in all departments shall be assigned on a fair and equal basis.

Section 8. All employees upon being personally notified of an emergency shall report to work within thirty minutes.

Section 9. All employees shall notify their department where they can be reached in case of an emergency.

VACATIONS

Section 1. Annual vacations shall be granted as follows:

From date of hire to the end of the first year-

1 working day for every month worked.

Fire Dept. 1 day for every month worked.

First year through fifth year- 12 working days.

Fire Dept. 2 weeks plus 2 days.

Sixth year through tenth year- 18 working days.

Fire Dept. 3 weeks plus 3 days.

Eleventh year through fifteenth year- 22 working days.

Fire Dept. 4 weeks plus 2 days.

Sixteenth year through twentieth year- 27 working days.

Fire Dept. 5 weeks plus 2 days.

Twenty-First year to date of retirement- 30 working days.

Fire Dept. 6 weeks.

Section 2. 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.

Section 3. If an employee is not able to take his or her vacation or any part thereof during a calendar year because of the pressure of municipal business, and the needs of his or her department, such vacation period not granted shall accumulate and shall be granted during the next succeeding calendar year.

Section 4. Employees shall not be recalled on their vacation except in extreme emergencies.

HOLIDAYS

Section 1. The following shall constitute compensable holidays:

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

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

INJURY LEAVE

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

SICK LEAVE

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

Section 2. Sick leave shall continue to be accumulated at the rate of 15 days per year, without a maximum limit while an employee is a full time employee and only to be used for bonafide sickness.

Section 3. An employee shall not be required to submit a doctor's certificate when he is out sick unless said employee has used more than 3 consecutive sick days.

Section 4. 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 regular rate of pay at the time of death. All accumulated sick leave may be used as job credit towards retirement. Beginning December 31, 1977 the maximum accumulated sick leave days for which an employee shall be entitled to receive compensation for will be 240 days. All employees who retire prior to December 31, 1977 ^{may} ~~shall~~ be entitled to receive more than 240 days sick leave credit at the time of retirement.

For those employees who do retire prior to December 31st, 1977 the amount of sick leave for which they shall be entitled to receive credit for will be agreed upon on an individual basis between the City and that employee. The employees sick leave records will be taken into consideration and in addition any other knowledge available to the governing body. While an ~~employee~~ is using his accumulated sick leave, prior to retirement, he ~~will~~ not be entitled to any additional sick leave, holidays or vacation days for that period of time, nor shall he be entitled to any increase in his annual salary. It shall be paid every two weeks.

INSURANCE HEALTH AND WELFARE

Section 1. The City shall provide Blue Cross, Blue Shield, Rider J and Major Medical Insurance for the employee and his family at not less than the coverage presently in effect. In addition, the City shall provide Dental Insurance for the employee and it shall be optional for the employee to pick it up for his family.

Section 2. The City shall provide a \$5000 life insurance policy for each employee. The employee shall designate the beneficiary to the policy.

Section 3. 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.

EXCHANGE OF DAYS OFF

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

CLOTHING ALLOWANCE

Section 1. The City shall provide a \$200 clothing allowance given annually to all employees of the Fire Department. Payment of the money shall be on the 15th of May and the 15th of September.

Section 2. The City shall provide a \$50 clothing allowance given annually to all employees of the Public Works Department and all nonuniformed employees of the Public Safety Department. Payment of the money shall be on the 15th of May subject to approval of Commissioner of Department.

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

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

Section 5. 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.

Section 6. The City shall provide at it's own cost and expense, to all new uniformed employees, a complete initial uniform. (Blue uniform suit).

TIME OFF

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

(a) Death in the Immediate family, from the date of death to and including the day of the funeral, with a maximum of seven days in the event of travel, number of days to be determined by the Chief, Superintendent or Commissioner of Department which ever is applicable.

(b) Serious illness (including childbirth) in the immediate family residing with the employee no more than 3 days.

(c) 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 spouses grandparents.

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

MILITARY LEAVE

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

GRIEVANCE PROCEDURE

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

(a) They shall be discussed with the employees involved and the OCMEA representatives, with the Head of Department, or any representative designated by him. An answer shall be made to the OCMEA within 5 calendar days by the Head of Department or his designated representative.

(b) If the grievance is not settled through Step (a) the same shall be reduced to writing by the OCMEA and submitted to the Board of Commissioners, or any person designated by them, and the answer to such grievance shall be made in writing, a copy to the OCMEA, within 5 days of the submission.

(c) If the grievance is not settled through Steps (a) and (b), the OCMEA shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation. The arbitrator shall have full power to hear the dispute and make a final

determination which shall be binding on all parties. The cost of the arbitration shall be borne by the City and the OCMEA equally.

(d) Designated OCMEA 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 representatives' Department or require the recall of off duty employees.

QUALIFICATION OF EMPLOYMENT

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

COMMENDATION

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

WAGES

Section 1. For the year 1976 all employees shall receive an 8% Cost of Living raise over and above the 1975 salaries ~~which~~ include the 11.3% Cost of Living raise granted January 1st. 1975. For the year 1977 all employees shall receive an across the board wage increase equal to the Cost of Living increase as determined by the Department of Labor Consumer Price Index. The Cost of Living increase shall not however, be less than 7% nor more than 10%. This is in addition to any normal increments to which the employees shall be entitled.

Section 2. 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 days and then he shall receive the additional pay retroactive to the first day of work in the higher title.

Section 3. All employees now having four increments in their salary range the number of increments will stay the same. All employees in the job titles listed below will have a starting salary and five increments:

AMBULANCE DRIVER

ASSISTANT BUILDING INSPECTOR

ASSISTANT RECREATION MAINTENANCE FOREMAN

BEACH MAINTENANCE WORKER AND AMBULANCE DRIVER

BUILDING SERVICE WORKER FORELADY

BUILDING MAINTENANCE WORKER FOREMAN
HEAVY EQUIPMENT OPERATOR
MAINTENANCE AND CONSTRUCTION CARPENTER
MAINTENANCE AND CONSTRUCTION MASON
MAINTENANCE AND CONSTRUCTION PAINTER
ACTING SANITATION INSPECTOR
MAINTENANCE AND CONSTRUCTION PLUMBER
MAINTENANCE AND CONSTRUCTION WELDER
MECHANICAL REPAIRER (mechanic)
MECHANICAL REPAIRER (automotive)
PAYROLL SUPERVISOR AND PERSONNEL CLERK
POLICE AND FIRE SIGNAL SYSTEM REPAIRER
SANITATION INSPECTOR
SUPERVISING LIBRARY ASSISTANT
SUPERVISING TELEPHONE OPERATOR
HOUSING INSPERTOR
SIGN DESIGNER, PROCESSOR AND LETTERER
SENIOR ASSESSING CLERK
LABORER, HEAVY
SENIOR ACCOUNT CLERK (typing)
SENIOR BOOKKEEPING MACHINE OPERATOR
SENIOR CLERK STENOGRAPHER
SENIOR CLERK BOOKKEEPER
POLICE DISPATCHER
POLICE IDENTIFICATION CLERK

BUS DRIVER
PRINCIPAL ACCOUNT CLERK (typing)
PRINCIPAL CLERK
PRINCIPAL CLERK STENOGRAPHER
PRINCIPAL CLERK (typing)
SENIOR LIBRARY ASSISTANT
DEPUTY MUNICIPAL COURT CLERK
PRINCIPAL CLERK BOOKKEEPER
ENGINEERING AIDE
EQUIPMENT OPERATOR, SWEEPER
SENIOR MAINTENANCE REPAIRER CARPENTER
SENIOR PARK CARETAKER
SENIOR RECREATION MAINTENANCE WORKER
STOREKEEPER
BUILDING MAINTENANCE WORKER
BUILDING SERVICE WORKER
CLERK STENOGRAPHER
GARAGE ATTENDANT
TELEPHONE OPERATOR
TRAFFIC MAINTENANCE MAN

All employees in any job titles not listed above shall have a starting salary and four increments. All starting salaries for all job titles will stay the same as before this contract. All employees now working shall get at least an 8% raise and any increment that they are entitled to.

LONGEVITY

Section 1. Employees shall receive longevity compensation which shall be computed at the rate of 2% of the employees base pay for every 5 years of service with a maximum limit of 12%. (thirty years)

Section 2. All employees hired from 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.

PROBATIONARY PERIOD

New employees shall serve a probationary period of six 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 will be used.

COURT TIME

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

If an employee is required to appear in Court on City related business it is expected that he will be dressed in a suitable fashion.

SCHOOLING

Section 1. 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 of Commissioners.

Section 2. In addition to his salary, each employee shall receive an additional \$25 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 Board of Commissioners and the OCMEA 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.

(a) When an employee earns a four year degree in any job related curriculum he shall receive an increase in his salary of \$1400.

(b) When an employee earns a two year degree in any job related curriculum he shall receive an increase in his salary of \$1100.

(c) 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 \$900.00.

Section 3. 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.

Section 4. 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.

Section 5. 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.

Section 6. 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.

Section 7. 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.

Section 8. The Departments will establish a program of in-service training courses for the benefit of all employees.

Section 9. The City shall reimburse all members for meals, gasoline and tolls while attending job related schools. The amount of reimbursement for meals shall be \$2.00 for lunch and \$4.00 for dinner.

Section 10. 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 12¢ per mile and tolls.

Section 11. 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.

MISCELLANEOUS

Section 1. Each employee shall have access to his personal file at all times.

Section 2. Employees shall be entitled to engage in any lawful activity, while not working for the City, and obtain any lawful work while not working for the City providing same does not conflict with his responsibilities as a City employee.

Section 3. 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 OCMEA.

Section 4. Any employee who is suspended or disciplined the action shall be done in accordance with Civil Service Rules and Regulations. In cases of a severe nature, when the Head of Department deems the suspension of the employee an immediate necessity for the safety of the Public or the welfare of the City. The Head of Department shall immediately submit a report explaining such action to the Board of Commissioners.

Section 5. All employees shall be entitled to two coffee breaks for every 8 hour shift.

DURATION OF AGREEMENT

This agreement shall be effective as of January 1st, 1976 and shall terminate on December 31st, 1977. Bargaining for the next succeeding contract shall commence on or about September 1st, 1977.

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

THE CITY OF OCEAN CITY

BY

BY

BY

Robert M. ...
CITY CLERK

OCEAN CITY MUNICIPAL EMPLOYEES ASSOCIATION

BY

John J. Esposito
John Esposito, President

BY

Rachel Alston
Rachel Alston, Secretary