

AGREEMENT
BETWEEN
THE CITY OF SEA ISLE CITY
AND THE
SEA ISLE CITY
MIDDLE MANAGEMENT/PROFESSIONAL
EMPLOYEES ASSOCIATION
JANUARY 1, 2015 TO DECEMBER 31, 2018

FOR THE CITY OF SEA ISLE CITY:

Paul J. Baldini, Esq.
PAUL J. BALDINI, P.A.
4413 New Jersey Avenue
Wildwood, NJ 08260
(o) 609-729-2600
(f) 609-729-8627
paul@paulbaldinilaw.com

FOR THE SEA ISLE CITY MIDDLE MANAGEMENT/PROFESSIONAL
EMPLOYEES ASSOCIATION:

Keith Waldman, Esq.
SELIKOFF & COHEN, P.A.
700 East Gate Drive, Suite 502
Mt. Laurel, NJ 08054
(o) 856-778-6055
(f) 856-778-6056
kwaldman@selikoffcohen.com

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PREAMBLE

This Agreement is entered into on _____ between the City of Sea Isle City, a New Jersey Municipality located in Cape May County, New Jersey (the "City"), and the Sea Isle City Middle Management/Professional Employees' Association S.I.C.M.M. /P.E.A. (the "Association") and represents the complete and final understanding of all bargainable issues between the City and the Association. The phrase "Department Head" when used in this Agreement means the Director of the Department to which the Association member is assigned.

ARTICLE I
RECOGNITION

The City of Sea Isle City, New Jersey recognizes the Sea Isle City Middle Management/ Professional Employees' Association as the exclusive negotiating representative for the collective negotiations concerning permanent full time employees with respect to wages, hours of work and other working conditions for Middle Management and Professional Employees employed by the City including the following:

Assistant Comptroller
Assistant Municipal Tax Collector
Assistant Payroll Supervisor
Assistant Public Works Superintendent (2)
Assistant Purchasing Agent
Assistant Recreation Supervisor
Assistant Sewer Superintendent/Assistant Water Superintendent
Assistant Superintendent Recreation
Assistant Supervisor of Accounts
Building Inspector
Clerk IV
Code Enforcement Officer/Zoning Officer
Code Enforcement Officer/Construction Officer/Zoning Officer
Comptroller
Comptroller/Purchasing Agent
Construction Official/Zoning Officer
Deputy Municipal Court Administrator
Director of Purchasing
General Public Works Superintendent
General Supervisor Traffic Maintenance
Housing Inspector
Keyboarding Clerk 4
Marina Supervisor
Municipal Court Administrator

Payroll Supervisor
Purchasing Agent
Recreation Center Director
Recreation Supervisor
Recycling Coordinator
Risk Manager/Housing Assistance Technician
Supervising Health Insurance Benefits Clerk
Supervising Mechanic
Supervisor of Accounts
Supervisor of Water & Sewer Billing & Collection
Tax Assessor
Tax Collector/Tax Search Officer
Tourism Representative
Traffic Maintenance Supervisor
Superintendent Recreation
Water Treatment Plant Superintendent

The City shall notify the president of the Association in the event that a new title is created or an existing title becomes vacant or is amended. The City shall make open competitive examination announcements and make available through its website notice of all promotional opportunities in the event that a new title is created or an existing title becomes vacant or is amended.

ARTICLE II
LEGAL REFERENCE

Section 1.

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

Section 2.

Provisions of this agreement are subject to and subordinate to federal, state and local laws but nothing contained herein shall be deemed to subordinate this contract to local ordinances except such ordinances as are required to be adopted by federal or state law.

ARTICLE III
MODIFICATION

Section 1.

This Agreement shall not be modified, altered or changed except by written agreement of the parties.

Section 2.

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

ARTICLE IV
MANAGEMENT RIGHTS

Section 1.

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

Section 2.

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 et. seq., 40A:1 et. seq., N.J.S.A. 11:1 et. seq., N.J.S.A. 11A et. seq., and any other national, state or county law or administrative code.

ARTICLE V

REDUCTION IN RANK AND JUST CAUSE PROVISION

Section 1.

Employees shall not be reduced in rank or job classification without just cause as that term is defined under the New Jersey Civil Service statutes, administrative regulations, and case law.

Section 2.

No permanent employee shall be dismissed and subsequently replaced by any employee subsidized by State or Federal funding.

Section 3.

Seniority shall not be accumulated during a period of layoff. Upon recall, the appointed employee shall have his/her prior accumulated seniority reinstated.

Section 4.

The City shall neither discipline nor discharge any unit member without just cause as that term is defined under the New Jersey Civil Service statutes, administrative regulations, and case law.

ARTICLE VI
ASSOCIATION RIGHTS

During negotiations, the Association's representatives so authorized by the Association, not to exceed four (4), shall be excused from their normal duties for such period of negotiations as are reasonable and necessary. Normally, negotiations will be scheduled between 9:00 a.m. and 3:00 p.m., Monday through Friday.

The City and MM/PEA agree to promote cooperation and harmony as well as open communication between the City and the Association.

ARTICLE VII
WORKING HOURS

Section 1.

The normal work weeks consists of five days (5), starting Monday and ending Friday. This shall not be construed, and nothing in this Agreement shall be construed, as a guarantee or limitation of the number of hours worked per day.

Section 2.

Management/Professional Employees recognize that time requirements for optimal job performance vary based on specific assignments, seasonal demands or other factors. Both parties endorse a policy of flexibility which allows Management/Professional Employees to adjust normal working hours as conditions require with the coordination of their immediate supervisor.

Section 3.

Management/Professional Employees shall work a standard week equivalent to the maximum number of hours required by labor contract for employees supervised. This shall include all hours which enable the employee to complete the routine duties of his/her office and to perform special duties as assigned, attend Council meetings and other meetings as assigned, to work hours as required to complete critical work tasks or handle emergency conditions as they may arise. In the event that the aforementioned meetings, duties and assignments exceed the normal work week of employees supervised, work schedules will be adjusted accordingly to reflect equity.

ARTICLE VIII

HOLIDAYS/PERSONAL DAYS

Section 1.

Employees shall receive all holidays celebrated by the City in accordance with the Holiday resolution. The City agrees that, during the life of this Agreement, it will not remove any holiday from the Holiday Schedule set forth in Section 4 of this Article.

Section 2.

Any special holiday observed by the City, through Resolution by the City Council, during the life of this Agreement, shall be given to the employees of the bargaining unit as a matter of right.

Section 3.

Employees covered under this Agreement shall be given six (6) personal days, (effective the first day of this contract) to be used at their discretion. Employees shall provide 48 hours notice before taking a day under this section except in the case of an emergency.

Section 4.

New Year's Day
Martin Luther King, Jr.
Lincoln's Birthday
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day

General Election Day (Nov.)
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Section 5.

The City will comply in granting a holiday whenever the Governor of the State of New Jersey, the Board of Chosen Freeholders, or the Federal Government issues a proclamation granting a holiday.

Section 6.

Any special holiday given or granted to employees covered by this Agreement pursuant to Sections 2 or 5 of this Article does not become an additional holiday to be included on the Holiday Schedule set forth in Section 4 of this Article and shall only be a special holiday in the year granted.

ARTICLE IX

VACATION

Section 1.

Every full-time permanent member of the Bargaining Unit shall receive vacation in accordance with the following schedule:

One (1) day each month and for every month of employee's first year,

After one (1) year and up to five (5) year's completed - twelve (12) days,

After five (5) years and up to ten (10) years completed – fifteen (15) days,

After ten (10) years and up to twenty (20) years completed - twenty (20) days,

After twenty (20) years completed – twenty five (25) days.

Vacation time must be used in the year earned. However, if the work schedule does not permit the use of the vacation in the year earned, then a twenty-four (24) month carry over will be allowed with the Business Administrator or Department Head's approval. Should the vacation time not be used by the end of any twenty-four (24) month extension period, than unused vacation time shall be canceled without pay.

Section 2.

Subject to the need of the City, the scheduling and taking of summer vacation will not be arbitrarily denied

Section 3.

If the employee so requests, vacation pay will be available in the pay period immediately prior to the scheduled vacation so long as:

(a) At least thirty (30) days' notice of the request is given to permit processing: and

(b) By so requesting the employee understands he/she will wait one (1) pay period upon returning to work before being paid again.

ARTICLE X

SICK LEAVE

Section 1.

Sick leave shall be accumulated at the rate of fifteen (15) days per year. (Effective the first day of this contract).

Section 2.

If an employee retires with twenty (20) years of service or attains the age of 55, whichever comes first, without using his/her accumulated sick leave, he/she shall be compensated in an amount equal to 50% of said sick leave to be calculated at his/her regular straight time rate of pay, commencing at the time of retirement, but not to exceed \$15,000.00. In the event any employee dies without using his/her accumulated sick leave, his/her estate shall be compensated for fifty percent (50%) of the unused sick leave at the employee's regular rate of pay at time of death, up to a maximum of Fifteen thousand (\$15,000.00) Dollars.

Section 3.

Any salary increases which are given to the regular employees of the Association shall also be given to any member absent because of sick leave.

Section 4.

Employees on sick leave shall first utilize any and all accumulated sick leave and vacation time available to them.

Section 5.

Any employee who becomes ill during the first four (4) hours while on duty and goes home sick shall receive credit for working 1/2 a day and shall be charged 1/2 a sick day. Any employee who becomes ill during the second four (4) hours while on duty and goes home sick shall receive credit for working the full day.

ARTICLE XI

LEAVES/DISABILITY/MATERNITY

Section 1.

Leaves with Pay

(a) Disability Leave: If a management or professional employee is incapacitated and unable to work because of a job related injury, that employee shall be entitled to injury leave up to one (1) year with full pay and benefits during the period in which he/she is unable to perform his or her duties on the job provided that his/her incapacitation is certified by both the employee's and the City's doctor. At the end of the one year period, if the employee remains out of work, said employee must be re-evaluated by both the employee's doctor and a doctor designated by the City to determine if the employee is able to return to work at that time. If a determination is made that the employee is not able to return to work at that time, the injury leave with full pay and benefits will be extended for up to six months. The maximum period for which the benefit provided in this section will be paid is eighteen (18) months. Wages are to be offset by the amount of workers' compensation wage payments pursuant to Chapter XV of Title 34 of the Revised Statutes of the State of New Jersey.

(b) Military Leave: Shall be granted in accordance with existing State and Federal Statutes and Regulations.

(c) Jury Duty: Employees shall be granted a leave of absence with pay according to statute.

Section 2.

Leaves without Pay

(a) Family Leave Act — Leaves of absence provided under the Family Leave Act - Chapter 261 (P.L. of New Jersey 1989) and Federal Family and Medical Leave Act may be requested by an employee in accordance with applicable statute.

(b) After completion of three (3) years of employment, an employee may request a leave of absence without pay or benefits.

(c) Leaves of absence without pay or benefits may be granted by the department head with the approval of the Business Administrator for good cause, including but not limited to maternity leave, for up to six (6) months.

(d) With exception of leaves controlled by the Family Leave Act — Chapter 261 (P.L. of New Jersey 1989), leaves of absence shall be requested in writing at least ten (10) working days (if possible) prior to commencement except for maternity leave which requires at least thirty (30) working days (if possible) prior to starting the leave.

(e) Maternity Convenience and Child Bearing Leave: An employee requesting such leave without pay shall make written application at least sixty (60) days prior to commencement of such leave.

1. Advise the Administration at least thirty (30) days prior to the return of such intention or submit notice of resignation at such time.

2. Prior to return from such leave, supply the City with medical certification of ability to resume job functions.

3. Maximum time for such leaves shall be six (6) months, but may be extended six (6) months with approval of Business Administrator.

4. Maternity leave shall be according to the City of Sea Isle City SOP:

Local Government Personnel Policies and Procedures Manual

City of Sea Isle City

VII LEAVES OF ABSENCE POLICY

Maternity Leave

Maternity leave is only applicable to employers with fewer than 50 employees. The Family Leave Act applies to employers with 50 employees or more.

Permanent employees shall be granted paid maternity leave for up to ten weeks (four weeks prior to delivery and six weeks after delivery).

Employees may also utilize accumulated sick leave with medical documentation of disability, vacation leave or compensatory time for maternity purposes either prior to or immediately following paid maternity leave.

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ARTICLE XII
TEMPORARY LEAVE OF ABSENCE

Section 1.

Employees shall be granted time off by the Business Administrator without deduction from pay or time owed for the following requests. This time off will not apply during vacation, leave or sick time, but if additional time is needed, it can be charged against vacation or sick time.

(a) Death in Immediate Family. From the date of death, up to and including the day of burial, up to six (6) days, provided the employee actually attends the funeral.

(b) Serious Illness in Immediate Family. From the date of illness up to six (6) days. (Effective the first day of this contract.) Serious Illness shall be defined as any illness requiring hospitalization, surgery, confinement to intensive care, childbirth or any other illness which a duly qualified physician will certify to be life threatening or contagious provided, however, that the employee is actually needed by the relative to perform necessary services, and in fact, performs said services.

(c) Immediate Family Shall Include: Spouse, children (including step and foster children), parents (including step and foster parents), brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchild, great grandchild, great grandparents, aunt, uncle, niece, nephew, cousin, significant other, and any relatives living under the same roof. Significant other shall mean anyone not a family member but who resides in the employee's residence on a permanent basis at the time of incident.

Section 2.

Additional bereavement time will be considered on an individual basis if a funeral is out of state and requires extensive leave and shall be granted if recommended by the City's Business Administrator. Request for such time off shall not be unreasonably denied.

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 1.

The purpose of this procedure is designed to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of employment.

Section 2.

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.

Section 3.

A grievance is defined as any disagreement between the City and Association members regarding the interpretation and the application of the provisions of this agreement or any other matter affecting the terms and conditions of members employment.

Section 4.

All actions filed under this procedure shall be brought within ten (10) working days of the happening of the event or the said grievance shall be null and void.

Section 5.

Procedure:

Step (a): If no agreement can be reached orally within ten (10) working days of the initial discussion with his/her supervisor, the employee may present the grievance in writing within ten (10) working days to the Director of their department or his/her designated representative. The written grievance at this step shall contain the nature of the grievance and a summary of the preceding oral discussion, the basis of his/her dissatisfaction with the determination and the remedy requested by the grievance. The Director or his/her designated representative will answer the grievance in writing within ten (10) working days of receipt of the written grievance. Failure of the Director to answer shall institute Step (b). The party filing the grievance shall forthwith transmit a copy of the grievance to the Business Administrator.

Step (b): If the Union wishes to appeal the decision of the Director, such appeal shall be presented in writing to the Business Administrator within fifteen (15) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Business Administrator shall respond, in writing, to the grievance within fifteen (15) working days of the submission.

Step(c):

1). If the grievance is not settled through Steps (a) and (b), the Union shall have the right to request the appointment of an arbitrator pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Public Law 1975. The costs for the services of the Arbitrator shall be borne equally by the City and the Association. Any other expenses, including but not limited to the presentation witnesses, shall be paid by the parties incurring same. The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear

and decide the matter dispute. The arbitrator shall be bound by the provisions Laws of the State of New Jersey and be restricted to the application of the facts presented to him/her 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 or supplement thereto. The decision of the arbitrator shall be final and binding.

Or

2). In the event the aggrieved elects to pursue remedies available through the New Jersey Department of Personnel, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until the expiration of at least thirty (30) calendar days after the decision rendered by the department head. In the event the grievant pursues his/her remedies through the New Jersey Department of Personnel, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred shall be paid by the grievant or the Association.

Section 6.

The designated Association Representative (s) shall be permitted as members of the grievance committee to confer with the 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 said employees.

Section 7.

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

Section 8:

All written presentation and responses to grievances in Section 5(a) and (b) of this article may be (but are not required to be) made by email to the recipient's @seaislecitynj.us email address. All emails should be sent with delivery and read receipts.

ARTICLE XIV
HEALTH AND WELFARE

The City shall provide for the employee and the employee's dependents, the retirees and the retirees' dependents:

Section 1.

State Health Benefit Plan Direct Access 15 for any portion of 2016 feasible to enroll prior to end of 2016, 2017, and 2018; remain Direct Access 10 during 2015 and any portion of 2016 where not feasible to move to Direct 15. However, the City reserves the right to change health care providers so long as substantially the same benefits are provided. The current vision plan shall remain as currently provided for 2015 through 2018.

Where two employees are married or in a civil union, one medical plan will be provided for the household. However, because both spouses are independently entitled to coverage and upon dissolution/termination of the marriage/civil union or some other triggering event, each shall be afforded their own medical plan. Those provided one medical plan pursuant to this paragraph shall not be paid to opt out of coverage.

The employees and retirees shall have the option to opt out of health insurance consistent with Federal and State Law and be paid \$5,000.00 or 25% of the health insurance premium, whichever is less, except as noted above.

Effective January 1, 2015, the amount of contribution to be paid by an employee shall be set in accordance with P.L.2011, c.78. The parties recognize New Jersey State mandated contributions by public employees to health care costs. All employees shall have deducted (pre-tax) via payroll deduction under the Section 125 Plan any amount paid to the City for their health insurance contribution pursuant to P.L.2011, c.78. The City confirms that it has established a qualifying Section 125 Plan and will be responsible for maintaining that plan at its cost.

Section 2.

Provide a Dental Plan, as currently provided. Dental coverage shall be Three Thousand Dollars (\$3,000) maximum plus Two Thousand Dollars (\$2,000) orthodontic rider.

Section 3.

In the event there is a drug that is prescribed that requires a coverage review, and the coverage review deems that the medicine is not covered by SHPB and a suitable therapeutic equivalent is not available as agreed by the attending physician, the City will reimburse for the cost of that drug, so that the maximum cost exposure to the employee is \$15.00.

Section 4.

Provide coverage for utilization of labs that are not within the SHBP, with the condition that reimbursement for labs outside the SHBP network will only be made in the event of a medical necessity, as per the order of the prescribing physician.

Section 5.

The City shall provide a Five Thousand Dollar (\$5,000.00) life insurance policy. Coverage shall also include double indemnity for accidental death. The employee or retiree shall designate the beneficiary to the policy.

Section 6.

The City shall continue to pay premiums for the insurance coverage and prescription plan, dental plan and vision plan as provided by the City health insurance and life insurance covering employees, their spouses and their dependents who retire from City employment after twenty-five (25) years of service with the City to be terminated at the time of death of both the retiree and the spouse or until the spouse remarries or cohabitates in accordance with the provisions of N.J.S.A. 40A:10-23. In the event that an employee retired with more than fifteen (15) years of service to the City but less than twenty-five (25) years, then the Council may, at their discretion, authorize the Chief Financial Officer, by resolution to pay hospitalization premiums for coverage through the group plan with the retired employee paying the premium in full as provided for in N.J.S.A. 40A:10-22 and 10-23.

Article Medicare Part B shall be reimbursed to all Medicare eligible retirees who have not opted out of health care coverage pursuant to Section 1. The City shall be responsible to reimburse the retiree for a timely-filed Medicare Part B enrollment at the rate established by Medicare. Should any employee enroll late, the City shall not be responsible to reimburse for any costs of late enrollment or other penalties.

For all employees who retire after the ratification of this contract (August 4, 2016), if the retiree or covered spouse has or takes a job with an employer who provides health benefits, he or she must work with the City to ensure coordination of benefits, which means meet with Human Resources to determine whether the opt out is a viable option. Retirees who choose to opt out will receive payment per paragraph 3 of Section 1 of this Article. On a COBRA-qualifying event, including but not limited to the retiree's or spouse's loss of his/her job, the City will reinstate coverage.

Section 7.

If a Management/Professional employee retires due to a job-related permanent illness, sickness or injury, the City shall continue in full force and effect the insurance coverage enjoyed by the members of the bargaining unit, Dental Program, Prescription Plan and Vision Plan for that employee and his/her dependents until the death of that employee. In order to qualify for this benefit after a job-related permanent sickness, illness or injury, the employee must have no right (with or without employee contribution) to health insurance (or its equivalent) from subsequent employment.

ARTICLE XV
MISCELLANEOUS

Section 1.

In the event any improved benefits are given to other City Employees, the Sea Isle City Middle Management/Professional Employee's Association has the right to negotiate for the same. The improvements are only for benefits not in effect as of the signing of this contract. Effective January 1, 2015 in the event any additional wage increases are given to other City Employees, the members of the Sea Isle City Middle Management/Professional Employees Association have the right to negotiate for the same.

Section 2.

Clothing Allowance: Nine hundred dollars (\$900.00) for outdoor supervisors. (Effective the first day of this contract.) Outdoor supervisor shall be issued a black Carhart coat, paid for by the city and replaced when worn out. The first half of the clothing allowance is to be paid upon passage of the Temporary Budget and the second half is to be paid three (3) weeks after final passage of the Budget. The clothing allowance shall remain the same at the annual rate of \$900.00 for 2015 through 2018.

Section 3.

Clothing Replacement: All personal items that are damaged or destroyed in the line of duty, which are not covered by insurance, shall be replaced by the City upon the following terms and conditions:

(a) No employee shall have claims in excess of an average of one hundred fifty (\$150.00) dollars per calendar year.

(b) Employees shall furnish proof of loss and proof of purchase of the items damaged or destroyed. The City shall compensate the employee monetarily.

Section 4.

In the event the City demands use of an employee's personal vehicle, the employee shall be reimbursed at the IRS rate for mileage and tolls. Those professional employees receiving a car allowance from the City for the use of their personal vehicles shall continue until December 31, 2018.

Section 5.

Any member of this contract who possesses a CDL License shall receive six hundred dollars (\$600.00) each year in the month of December

ARTICLE XVI
EDUCATION & TRAINING

Section 1.

It is recognized that Education and Training are important components of a sound plan for meeting the City's future challenges and must be properly funded. A wide range of Training and Education tools is available to help the City's training needs; for example, seminars, conferences, in-house training, college programs, on-the-job training, reading material and video programs to assist the process of Education and Training, it is agreed as follows:

Section 2.

The cost of education and training Management/Professional Employees shall be borne one hundred (100%) percent by the City when education is job essential as determined by state statute or the immediate Department Head.

Section 3.

The City shall encourage skill enhancement and other job related education and training and shall facilitate such training as follows:

Time off may be granted by the City upon approval of the Business Administrator. Fees for approved seminars and conferences shall be borne by the City. Other essential costs such as parking and course materials shall also be borne by the City.

Section 4.

In the event that an employee is required to use his/her automobile in a mandated job related activity, he/she shall be compensated at the current IRS rate per mile plus tolls.

Section 5.

The City shall reimburse all unit members for overnight lodging for all approved training seminars or conferences that are multiple-day programs providing said costs are approved in advance by the Business Administrator and further provided said seminar location is 75 miles or more from Sea Isle City.

Section 6.

The City shall reimburse all unit members for reasonable meal expenses incurred while attending approved meetings, training sessions, seminars and conferences. Meal expenses shall be approved up to thirty-five (35.00) dollars per day. Expenses shall be verified by receipt and shall not include the cost of alcoholic beverages.

Section 7.

The Business Administrator, in his/her sole discretion, may grant education leave with pay for the purpose of obtaining training that is of direct value to the local government. Approved education leave will not be deducted from an association members' seniority.

ARTICLE XVII

RETIREMENT

Section 1.

Association members shall retain all pension rights under New Jersey Public Employees Retirement System.

Section 2.

For health insurance coverage see Article XIV, Health and Welfare.

Section 3.

The City discontinued a program of crediting prior governmental employment toward the 25 years of service required in Article XIV, Health and Welfare, Section 6 for health benefits and is not reinstating that program herein but is addressing an error in not including an employee in the program at the time of its discontinuance. Accordingly, the City and the Association agree that employee Diane Merson shall be credited the time for prior governmental service which she shall document to the City in the same manner as would have been documented under the prior program. Such credit shall not be asserted as a reinstatement of the program or past practice by the Association.

Section 4.

If a member wants to protect pension beneficiary upon retirement eligibility, the member may submit a letter of intent to retire to the Business Administrator. Upon acceptance by the City, the position will be maintained and not subject to discretionary removal.

ARTICLE XVIII

PROFESSIONAL LIABILITY INSURANCE

Management and professional employees shall be covered by appropriate insurance, including self-insurance, purchased by the City of Sea Isle City. The City agrees to provide legal representation for all Management/Professional employees if litigation should develop as a result of actions performed in the line of duty as a City employee. No representation shall be provided for the defense of criminal acts, intentional acts, and/or acts of discrimination on the part of an employee. Additionally, the City will indemnify and hold harmless the Management and Professional employees from any liability for personal injury or property damage which may result from actions undertaken by the employee during the normal course of employment. Employees in need of legal representation shall inform the City no later than two (2) weeks subsequent to their knowledge of a lawsuit having been filed.

ARTICLE XIX

DUES CHECKOFF AND REPRESENTATION FEE

Section 1.

Dues Check off

The City agrees, in accordance with the state statutes, that upon receipt of signed authorization cards from the employees, to deduct from the employees' wages, the annual dues, as prescribed by the S.I.C.M.M./P.E.A., in equal installments, biweekly, and to forward said amount to the Treasurer of the S.I.C.M.M./P.E.A.

Section 2.

Representation Fee

(a) If a full time management/professional employee does not become a member of the Association during any membership year which is covered in whole or part by this Agreement, said officer will be required to pay a Representation Fee of eighty-five (85%) percent to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Association as majority representative.

(b) In order to adequately offset per capita cost of service rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members. Therefore, the representation fee may be set up to eight-five (85 %) percent of that amount as the maximum currently allowed by law. If the law is changed in this regard, the amount of

representation fee will automatically be adjusted to the maximum allowed, with said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

(c) Once during each covered year in whole or in part by this agreement, the Association will submit to the City a list of those employees who have not become Association members for the current membership year. The City will deduct from the salaries of such employees in accordance with paragraph (2) below the full amount of the representation fee and promptly will transmit amounts so deducted to the Association.

2. The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership in question. The deduction will begin with the first paycheck paid:

- a) Ten (10) days after receipt of the aforementioned list by the City; Or
- b) Thirty (30) days after the full-time management/professional begins his/her employment in a bargaining unit position, unless the employee previously served within a bargaining unit position and continued in the employ of the City in a non-bargaining position or was on layoff, in which event the deductions will begin ten (10) days after the resumption of the employees employment in a bargaining unit position or receipt of his/her first paycheck, whichever is later.

Section 3.

If a full-time management/professional employee who is required to pay a representation fee terminates his/her employment with the City before the Association has received the full amount

of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership in question.

Section 4.

The Association hereby agrees to indemnify, defend and hold harmless the City of Sea Isle City, New Jersey of any claim, suit or action of any nature whatsoever which maybe brought at law or in equity or before any administrative agency with regard, to or arising from the deduction from salaries of any management/professional employee for payment of dues or a Representation Fee under the provisions of this Article.

ARTICLE XX

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement of any employee, member or group of employees or members is held to be invalid by operation of law by any Court or other tribunal of competent jurisdiction, then such provisions and application shall be deemed inoperative; however, all other provisions and application contained herein shall continue in full force and effect and shall not be affected thereby.

ARTICLE XXI

DURATION

This Agreement shall be in full force and effect as of January 1, 2015 and shall remain in effect to and including December 31, 2018. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing sixty (60) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement. Any Agreement so negotiated shall apply to all Management/Professional employees, be reduced to writing and be signed by the parties.

ARTICLE XXII

SALARY, WAGES, PENSION, NEW HIRES AND PROMOTIONS

Section 1.

Salary & Wages

(a) The City agrees that the wage rates for employees under this Agreement shall be increased during the term of this Agreement as follows:

1. January 1, 2015
 - a) 2.0%
2. January 1, 2016
 - a) 2.0%
3. January 1, 2017
 - a) 2.0%
4. January 1, 2018
 - a) 2.0%

This contract is retroactive to January 1, 2015. All salary increases and other adjustments in compensation are fully retroactive to January 1 of the year in which those increases and/or adjustments apply. The City will issue retroactive checks within 30 days of the parties' execution of this contract. Attached to the Contract is the salary calculation.

Section 2.

Pension: An employee shall retain all pension rights under the Public Employees Retirement System.

Section 3.

New Hires: The Business Administrator has the right to negotiate the salary with a new employee of the Middle Management bargaining unit within the guidelines of the City's Salary Ordinance.

Section 4.

All employees who are salaried will be paid bi-weekly. The annual salary indicated in a union contract or annual salary ordinance will be the basis for payroll period calculations to facilitate this, and the payroll department will calculate the number of hours employees are to work annually. The payroll department will then divide the annual salary by the annual number of contractual hours to determine the appropriate straight time hourly rate. All pay periods in any given year will be calculated by hours worked multiplied by the hourly rate. All hours worked in excess of regular straight time will be certified by the appropriate Department Head and paid in accordance with overtime rates established in a union contract or in an annual salary ordinance or otherwise consistent with Article VII-Working Hours and other provisions of this contract.

Section 5.

Commencing 90 days from the execution of this contract, all paychecks will be via direct deposit. The City shall issue paper checks for clothing allowance, if requested by the member in writing by January 1 of each year.

ARTICLE XXIII

LONGEVITY

Longevity: Management/Professional Employees hired before January 1, 1993 shall receive longevity according to the schedule below.

<u>Year Of Service</u>	<u>Percent Of Annual Salary</u>
After completion of 4th year to completion to 8th year	2%
From the beginning of the 9th year to the completion of the 12th year	4%
From the beginning of the 13th year to the completion of the 16th year	6%
From the beginning of the 17th year to the completion of the 20th year	8%
From the beginning of the 21st year on	10%

ARTICLE XXIV
CERTIFICATION

Certification: EMT Reimbursement: if an employee attends and completes an approved Emergency Medical Technician course, or an approved Fire and CPR course (approved by the Fire Chief), he/she shall be paid an additional Six Hundred Dollars (\$600) on the express condition that he/she presents proof of completion of the course and qualification and on the express condition that he/she responds to a minimum of ten (10) calls each year. The City further agrees to pay for the Re-Certification fees of the Emergency Medical Technician when required by law. The employee agrees not to allow certification to lapse for the year in which he/she is paid for. The Emergency Medical Technician shall make himself/herself available during daytime hours to treat and transport patients to a medical facility by ambulance. The Ambulance Corps Chief shall certify that these requirements have been met. This compensation shall be paid after November 1st of each year.

FIRST NAME	LAST NAME	2015	2016	2017	2018
SUSAN	BLAKER	\$64,423.94	\$ 65,712.42	\$ 67,026.66	\$ 68,367.20
CORNELIUS	BYRNE	\$88,053.84	\$ 89,814.92	\$ 91,611.21	\$ 93,443.43
CHERYL	CASTOR	\$75,251.56	\$ 76,756.59	\$ 78,291.72	\$ 79,857.55
ANDRE	CIPALDO	\$116,644.10	\$ 118,976.98	\$ 121,356.52	\$ 123,783.65
CARMELA	DESIDERIO	\$92,146.21	\$ 93,989.13	\$ 95,868.91	\$ 97,786.30
FRANK	EDWARDI SR	\$87,284.37	\$ 89,030.06	\$ 90,810.67	\$ 92,626.88
VICKI	FEENEY	\$100,906.87	\$ 102,925.01	\$ 104,983.51	\$ 107,083.18
DIANE	MERSON	\$64,353.95	\$ 65,641.03	\$ 66,953.85	\$ 68,292.93
VICKI	PITTALUGA	\$72,944.53	\$ 80,013.42	\$ 81,613.69	\$ 83,245.96
ANTOINETTE	ROHRER	\$81,986.43	\$ 83,626.16	\$ 85,298.68	\$ 87,004.66
LISA	RUTLEDGE	\$99,003.27	\$ 100,983.33	\$ 103,003.00	\$ 105,063.06
RICHARD	RUTLEDGE	\$94,109.22	\$ 95,991.41	\$ 97,911.24	\$ 99,869.47
VICTORIA	RUTLEDGE	\$80,683.44	\$ 82,297.11	\$ 83,943.05	\$ 85,621.90
DONALD	TEEFYJR	\$100,164.00	\$ 102,167.28	\$ 104,210.62	\$ 106,294.84
DENISE	WEINERMAN	\$89,054.61	\$ 90,835.71	\$ 92,652.42	\$ 94,505.47

Salaries listed are annual/pensionable and include longevity for those members eligible.

IN WITNESS WHEREOF, the

Parties have hereunto set their hand

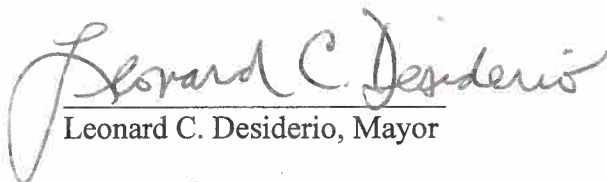
And seals at the City of Sea Isle City

This 22nd day of February, 2017.

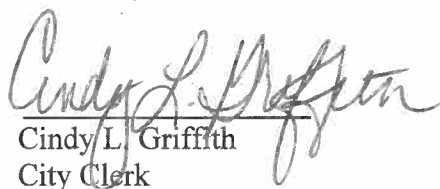
For Agreement Between the City of Sea Isle City and the Sea Isle City Middle Management Professional Employees Association January 1, 2015 to December 31, 2018

FOR THE CITY

FOR THE ASSOCIATION


Leonard C. Desiderio, Mayor



Attest: 
Cindy L. Griffith
City Clerk

