

CITY OF SEA ISLE CITY  
NEW JERSEY

RESOLUTION NO. 226 (2010)

RESOLUTION ACCEPTING LETTERS OF UNDERSTANDING  
BETWEEN THE CITY OF SEA ISLE CITY AND CERTAIN UNIONS

WHEREAS, the City of Sea Isle City accepted Memorandum of Agreements with all Unions on May 22, 2010; and

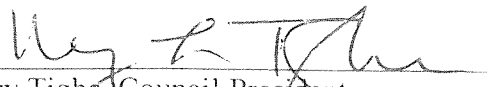
WHEREAS, the City of Sea Isle City has executed Contracts based upon the Memorandum of Agreement with all Unions; and

WHEREAS, certain issues have arisen since execution of the Contracts which need clarification and adjustments within certain Contracts; and

WHEREAS, the issue that has arisen is medical provision safeguards provided to Police Unions but not other Unions; and

WHEREAS, the City has negotiated Letters of Understanding which address the medical protection provisions and affords those provisions fairly to all Unions.

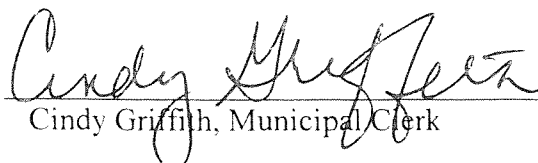
NOW, THEREFORE, BE IT RESOLVED that the Mayor and Municipal Clerk are hereby directed to execute the attached Letters of Understanding between certain Unions on behalf of the City of Sea Isle City.

  
Mary Tighe, Council President

Name	AYE	NAY	ABSENT	ABSTAINED	M. TIGHE
J. DIVNEY	X				
F. EDWARDI	X				
W. KEHNER	X				
M. McHALE	X				
M. TIGHE	X				

\*MOTION MOVED BY MCHALE SECOND BY KEHNER

I, Cindy L. Griffith, Municipal Clerk of the City of Sea Isle City, in the County of Cape May and State of New Jersey do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Sea Isle City, County of Cape May, New Jersey at a regular meeting of said board, held on September 14, 2010.

  
Cindy Griffith, Municipal Clerk

LETTER OF UNDERSTANDING

Between

THE CITY OF SEA ISLE CITY

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
FOR THE PUBLIC SAFETY TELECOMMUNICATORS

Dated: SEPTEMBER 3, 2010

THIS Letter of Understanding is entered into on SEPTEMBER 3, 2010 by the City of Sea Isle City, County of Cape May, hereinafter referred to as the "City", and the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH:

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

WHEREAS, this letter of understanding supplements and becomes a part of the Memorandum of Agreement dated May 11, 2010 and the Collective Bargaining Agreement dated January 1, 2010 through December 31, 2014.

#### ARTICLE XI – Insurance, Health and Welfare

This Article is hereby amended to add the following paragraphs.

Section 4. The prescription drug card plan, through SHBP is generic 3, brand 10. 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 member's attending physician, the City will reimburse for the cost of that drug, so that the employee's maximum cost exposure is \$10.

Section 5. For medical procedures deemed medically necessary, coverage and eligible reimbursement payment amounts in effect for the 2010 plan year under SHBP will be maintained. The City shall ensure that substantially the same benefits are provided. The City agrees to maintain a reserve fund for the purpose of direct dispersal of monies in accordance with this provision. Administration of this provision shall be by a third party administrator mutually agreed upon by the City and the Union.

Section 6. 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.

ON THIS 3<sup>rd</sup> day of SEPTEMBER, 2010,

IN WITNESS THEREOF, the parties hereto have caused this Letter of Understanding to be signed by their respective Council attested by their respective secretaries, on the day and year first above written:

CITY OF SEA ISLE CITY

COMMUNICATIONS WORKERS  
OF AMERICA

BY: Leonard C. Desiderio  
Leonard C Desiderio, Mayor

BY: Adam Liebtag  
Adam Liebtag, President

Attest: Cindy L. Griffith  
Cindy L. Griffith, City Clerk

Donald Rice  
Donald Rice,  
CWA International Representative

Dated: 9/15/2010

Anthony Tallarico  
Anthony Tallarico, Asst. to President

BARGAINING COMMITTEE:

Thomas Delozier  
Thomas Delozier

**MEMORANDUM OF AGREEMENT FOR  
PUBLIC SAFETY TELE-COMMUNICATORS**

- Tele-communicators will go under the CWA Clerical Bargaining Unit
- Agreement contingent on all units agreeing and Council approval
- State Health Benefit Plan (SHBP) or comparable plan ~ The City shall continue to provide coverage
- Year 2010 ~ 2% {Can be added to base, one time check or combination of both} 2% shall be retroactive to 1/1/2010
- Year 2011 – 2014 ~ 2.9% across the board increase
- Dental coverage shall be up to \$3,000.00 for orthodontics and remains the same as existing plan
- Ability to opt out of the health insurance ~ 25% of the health insurance premium or \$5,000.00 ~ whichever is less
- Promotions: minimum amount shall be 8%, not to exceed the top of the range, but must bring into the bottom of the range. However, in the event a promotion takes place that does not result in a minimum increase of \$1,000, the salary range shall be adjusted accordingly for that specific situation.
- Medicare Part B shall be reimbursed to all Medicare eligible retirees {2010 shall be pro-rated}
- If a member wants to protect pension beneficiary upon retirement eligibility, they 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.
- Existing Tele-Communicator contract language will be appropriately incorporated into CWA Clerical agreement (12 hour shift provisions; leave time, etc.)

**Article XVII**

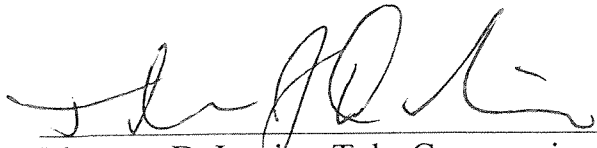
**{3}** EMT Reimbursement

**AMEND** \$600 for attendance at approved EMT/Fire and CPR Course

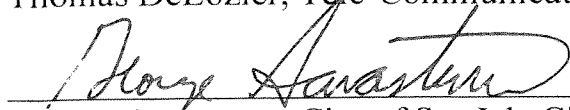
**ADD** certified Fire and CPR; with verification by Fire Chief

**ADD** employees required to respond to minimum 10 calls per year

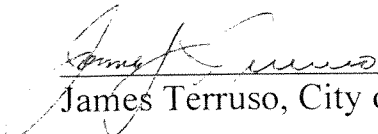
Acceptance of Items within aforementioned "MEMORANDUM OF AGREEMENT FOR PUBLIC SAFETY TELE-COMMUNICATORS"



Thomas DeLozier, Tele-Communicator Representative



George Savastano, City of Sea Isle City Business Administrator



James Terruso, City of Sea Isle City Chief Financial Officer

Dated \_\_\_\_\_

4/9/10

AGREEMENT

between

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COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
PUBLIC SAFETY TELECOMMUNICATORS

and

CITY OF SEA ISLE CITY

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January 1, 2010 through December 31, 2014

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PREAMBLE

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by the City of Sea Isle City, County of Cape May, hereinafter referred to as the "City", and the Communication Workers of America, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of a rate of pay, hours of work and other conditions of employment.

This Preamble memorializes the Agreement that the Public Safety Tele-Communicators of the City of Sea Isle City shall and have become members of the Union, with the consent of the City, pursuant to Memorandum of Agreement entered into on May 11, 2010.

## ARTICLE I – RECOGNITION

The City recognizes the Communications Workers of America, AFL-CIO as the designated representative for the purpose of collective negotiations, according to law for all permanent full-time and part-time Sea Isle City Public Safety Tele-Communicators. It is agreed that upon the creation of any new titles, which are appropriate to this unit of employees, these new titles shall be covered by the Agreement.

## ARTICLE II - MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it prior to and after signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees;

2. To hire all employees and, subject to the provisions of law to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause, according to law;

4. To establish a code of rules and regulations for the operation of the City and its departments;

5. To determine the standards of performance of the employees;

6. To change, modify or promulgate policies, rules and regulations.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adopting of policies, rules, regulations and practices in furtherance therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

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

D. Any act taken by the City not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered as if fully set forth herein.

### ARTICLE III -- GRIEVANCE PROCEDURES

#### A. Purpose:

1. The Purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained 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 supervisory staff.

#### B. Definitions:

1. The term "Grievance" as used herein means any controversy arising from the interpretation, application or violation of policies, agreements and administrative decisions which affect the terms and conditions of employment of an employee.

2. The term "work days" as used herein means calendar days, exclusive of weekends and holidays.

#### C. Procedure:

1. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety, unless any step is waived by mutual consent.

##### (a) Step One:

1. An employee shall institute action under the provisions hereof, within three (3) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. For Telecommunicators, the term "immediate supervisor" shall be defined as Lieutenants of Police, Captains of Police, and Chief of Police. Failure to act within said three (3) working days shall be deemed to constitute an abandonment of the grievance.

##### (b) Step Two:

1. In the event the grievance has not been resolved at Step One, then within five (5) working days the matter may be submitted to the Business Administrator.

2. The Business Administrator shall review the matter and issue a written decision within ten (10) days from the receipt of the complaint.

(c) Step Three:

1. In the event that the grievance has not been resolved at Step Two, an employee may within five (5) working days following the receipt, by him, of the determination of the Business Administrator, submit the matter to the Public Employment Relations Commission for binding arbitration. In the event that the employee shall elect to submit the grievance for binding arbitration, the following provisions shall apply:

(a) An arbitrator shall be selected, pursuant to the rules of a Public Employment Relations Commission;

(b) The arbitrator shall be bound by the parameters of the grievance definition, as stated above in Paragraph B of this Article;

(c) The decision of the arbitrator shall be final and binding upon the parties;

(d) The cost of the services of the arbitrator shall be borne equally by the City and the Telecommunicators. The arbitrator shall set forth the findings of fact and reasons for making the award within thirty (30) days after the conclusion of arbitration hearings, unless otherwise agreed to by the parties.

Notwithstanding any procedures for the resolution of dispute, controversies or grievances established by any other statute, the grievance procedure herein established by this Agreement between the employer and the Telecommunicators shall be utilized for any dispute covered by the terms of this Agreement or affecting the employees covered hereunder.

ARTICLE IV -- LEGAL REFERENCES

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

## ARTICLE V -- LEAVES OF ABSENCE

A. A leave of absence without pay may be granted for good cause to any employee for a period of up to six (6) months under the conditions set forth below. The leave may be extended for an additional period of time, not to exceed six (6) months.

B. The request for an unpaid leave, in accordance with this Article, shall be submitted in writing at least thirty (30) days prior to the date upon which leave is requested to commence. However, in an emergency, the Business Administrator may waive the advance notice clause. Such requests shall be directed to the Business Administrator and shall state the reasons for the leave. A request for leave to take another position shall not be granted.

C. Maternity Convenience and Child Bearing Leave:

1. An employee requesting such leave without pay, shall make written application at least sixty (60) days prior to the commencement of such leave.

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

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

4. Maximum time for such leave shall be six (6) months, but may be extended an additional six (6) months with approval of the Business Administrator.

D. Disability/Maternity:

A pregnant female employee shall be granted time off, with pay, for a maximum period of up to four (4) weeks before and six (6) weeks after for a normal delivery; and eight (8) weeks after for a Cesarean delivery. During this time, the employee shall apply for those State and City benefits to which she shall be entitled, pursuant to the law.

ARTICLE VI – HOLIDAYS

SECTION 1. The following holidays shall constitute compensatory time off:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Election Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Martin Luther King Jr's Birthday

SECTION 2. In addition, whenever any other City employee is granted time off in observance of any Federal, State or Local Holiday, or proclamation by the Board of Commissioners, with the exception of particular emergency situations, the members of the Police Department shall receive equal time off.

SECTION 3. Each employee shall receive One Hundred Twelve (112) hours of holiday leave each year (9.3 – 12 hour days). Employees scheduled to work on a holiday shall receive an additional six (6) hours of compensation vacation time, in addition to compensation time presently granted for holiday annexed to vacation time. This additional compensation vacation time shall apply only to those whose entire work shift falls within the day of the holiday. If an employee works up to and including five (5) of his/her twelve (12) hour shift on a holiday, he/she shall receive an additional two and one-half (2.5) hours of compensation vacation time. If an employee works for six (6) to seven (7) hours of his twelve (12) hour shift on a holiday, he/she shall receive an additional three and one half (3.5) hours of compensation vacation time. All such hours earned below a multiple of twelve (12) shall be paid to the employee at straight time in the last paycheck of the year in which it was earned.

SECTION 4. Telecommunicators shall receive six (6) personal days per year. Written notice of chosen days must be given twenty-four (24) hours before use of days.



ARTICLE VII – VACATIONS

SECTION 1. All vacations shall be taken between the Monday after Labor Day and June 30 of the following year. Vacations shall be chosen by the Telecommunicators in the order of permanent Civil Service time with the Police Department. No vacation time will be taken during the Memorial Day weekend, which shall be defined as 7:00 PM of the Friday prior to Memorial Day until Midnight Monday, Memorial Day. Employees are allowed to utilize three (3) vacation days during the summer as a (3) day group.

SECTION 2. Employees will submit their request for six (6) vacation days by August 15 of each year and the Chief or his/her designee shall respond to the request by Labor Day. In the event an employee's request is unacceptable, he/she shall submit a new request by September 15 and a final decision shall be rendered by September 30. The balance of the employee's vacation may be used with a two (2) day notice pending the approval of the employee's immediate supervisor and the Chief of Police or his designee. This request may be granted for up to three (3) consecutive days. In the event of an emergency situation, the immediate supervisor shall be able to grant one (1) vacation day with one (1) calendar day of notification. However, the supervisor must insure that sufficient personnel are scheduled to allow for the vacation day. Any vacation days not used by June 30 will be forfeited, except those days that are scheduled and denied after May 31. These shall be added to the following year's vacation. If any vacation day is denied due to scheduling or sick leave prior to May 31, the employee must attempt to reschedule that vacation prior to June 30. If, due to scheduling or illness that is impractical, then those vacation days may be added to the following year's vacation.

SECTION 3. An employee joining the Police Department as a Telecommunicator shall be entitled to ten (10) hours of vacation time for each month of service during the remainder of the calendar year following the date of his/her employment. Thereafter, the vacation schedule shall be as follows:

1 year to 5 years, inclusive	120 hours (10 – 12 hour days)
6 years to 10 years, inclusive	144 hours (12 – 12 hour days)
11 years to 20 years, inclusive	180 hours (15 – 12 hour days)

21 years and over

216 hours (18 – 12 hour days)

SECTION 4. If a member requires hospitalization while on vacation, he/she may charge said hospital time against his/her sick leave rather than his/her vacation time.

SECTION 5. The employee shall choose his/her first choice on the basis of seniority, but shall wait until all employees have picked their first choice before he/she picks his/her second and so on. Any employee that has pre-scheduled his/her vacation shall not be unreasonably denied that vacation due to the request of a vacation day from another member of the squad.

ARTICLE VIII -- HOURS AND OVERTIME

A. The basic work schedule for Telecommunicators shall consist of 84 hours within a 14 day cycle. Shifts shall rotate every two weeks with two 12 hour shifts per day. Base salary shall be computed based on 40 hours per week. Personnel shall not be paid for time not worked due to lateness. All past departmental work policies will remain in effect.

B. Overtime will be paid for any time worked in excess of 12 hours in any one day and/or for any hours worked on an employee's scheduled day off within the 14 day work cycle. In addition, the four hours between 80 hours and the 84 hours in a 14 day work cycle shall be compensated at the overtime rate (time and one-half) of pay if all 84 hours are actually worked by the employee. If an employee takes any type of leave of absence during the 84 hour work cycle, the 4 hours shall be paid at a straight time rate.

C. Employees called to work on their days off or called back to work after they have left the city premises on a regularly scheduled work day, shall receive a minimum of four (4) hours pay, at the premium rate of time and one-half. The employer shall have the right to retain the employee on duty for the minimum time period.

D. If an employee is placed on "stand-by" duty, he or she shall be compensated for such "stand-by" duty at compensatory time at the straight time rate of pay.

E. In computing overtime, any employee working one (1) to fifteen (15) minutes shall be paid fifteen (15) minutes overtime; sixteen (16) to thirty (30) shall be paid thirty (30) minutes overtime; thirty-one (31) to forty-five (45) minutes shall be paid one hour overtime.

F. For the purpose of computing time worked on recall and/or days off, an employee shall be considered on duty from the time he or she is notified by the dispatcher or superior officer, provided that he or she reports in fifteen (15) minutes.

G. If any employee is required to report prior to his or her scheduled shift, he or she shall be paid at the rate of time and one-half his or her regular rate of pay for all that period of time as follows:

1. 0 to 30 minutes, one-half hour overtime shall be paid;
- 30 to 60 minutes, one full hour overtime shall be paid;

2. The second hour and each subsequent hour thereafter will be paid according to the following schedule:

- a) 0 to 20 minutes, one-half hour overtime shall be paid;
- b) 20 to 60 minutes, one hour overtime shall be paid.

The employer shall have the right to retain the employee on duty for the maximum time period.

H. It is understood that the employees and the City are governed by the Fair Labor Standards Act (FLSA), 29 U.S.C. 207(a), overtime compensation provisions. The provisions governing the ability to earn, accrue, and use compensatory time off in lieu of overtime pay as set forth in this Agreement are the only exercisable to the extent that they comply with the FLSA. The City and the Telecommunicators will review these provisions and, where necessary, will revise same to bring them into compliance with the FLSA.

I. The City shall reimburse Dispatchers for the cost of schooling required by the City after employee status is attained, and also for tolls to and from the school. For such required schooling, the City shall also compensate employees for travel time outside Cape May County up to two (2) hours each way, in either pay or compensatory time. The employee may request preference of pay or time, but the decision shall be brought up to the City.

J. Employees with receipts for meals eaten while attending required police/dispatcher schools will be reimbursed by the City to a maximum of Ten Dollars (\$10.00) per day in county and thirty five dollars (\$35.00) out of county upon receipt turn-in.

ARTICLE IX -- SICK LEAVE

SECTION 1. Sick leave shall be accumulated at the rate of 120 hours each year.

SECTION 2. If a member retires without using up his/her accumulated sick leave, he/she shall be compensated for fifty percent (50%) of said sick leave at his/her regular rate of pay at time of retirement to a maximum of Fifteen Thousand Dollars (\$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 the time of death, up to a maximum of Fifteen Thousand Dollars (\$15,000.00).

SECTION 3. Any salary increases which are given to the regular and temporary employees of the Telecommunicators shall also be given to any member absent because of sick leave.

SECTION 4. Any employee who becomes ill while on duty and goes home sick shall receive credit for working. Such credit shall be received as follows:

(a) any employee who becomes ill during the first six hours while on duty and goes home sick shall receive the credit for working six hours.

(b) any employee who becomes ill during the second six hours while on duty and goes home sick shall receive credit for working the entire shift and shall not be charged any sick leave.

## ARTICLE X -- FUNERAL LEAVE

SECTION 1. Employees shall be granted time off by the Chief of Police, or superior officer in the Chief's absence, 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 holiday time.

(a) Death in the immediate family. From the date of death, up to and including the day of burial, up to five (5) days, provided the employee actually attends the funeral. This may extend up to the full five (5) days to provide for travel time, upon the approval of the Business Administrator.

(b) Serious illness in the immediate family. From the date of illness up to two (2) days. Serious illness shall be defined as any illness requiring hospitalization, surgery, confinement to intensive care, childbirth, emergency care or any other illness which a duly qualified physician or physician representative (i.e. nurse) will certify to be life threatening or contagious, provided 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, stepchildren, foster children, mother, father, brother, sister, stepmother, stepfather, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, great grandchildren, brother/sister-in-law, niece, nephew and foster parents or relatives living under the same roof.

(d) In the event of the death of an aunt, uncle, great grandmother/father, said employee will be permitted to attend to funeral upon request to the employee's appropriate supervisor. Two (2) days shall be granted to the employee to attend said funeral. For reasons of this contract, a "Day" shall come to mean an employee's scheduled tour off duty, regardless of hours within said tour.

(e) In the event of a Baptism, First Communion, Confirmation, Graduation or Marriage (or similar event) which requires the attendance of the employee for a child or member of the immediate family, one (1) day shall be granted.

SECTION 2. Official leaves of absence, with or without pay, may be granted by the Business Administrator.

## ARTICLE XI -- HEALTH AND WELFARE PROGRAM

SECTION 1. The City shall provide the State Health Benefit Plan Direct Access 10 or an Equal Plan. The City will also supply each employee with the eye glass plan and dental plan now in effect for other employees.

The employees shall have the option to opt out of health insurance consistent with Federal Law and be paid \$5,000 or 25% of the health insurance premium, whichever is less.

Medicare Part B shall be reimbursed to all Medicare eligible retirees (2010 shall be prorated).

SECTION 2. The City shall provide five thousand dollars (\$5000.00) life insurance policy to each employee. Coverage shall also include double indemnity if the employee is killed in the line of duty. The employee shall designate the beneficiary to the policy.

SECTION 3. The City shall provide a Dental Plan for all employees and their dependents, as currently provided. Dental coverage shall be Three Thousand Dollars (\$3,000) maximum plus Two Thousand Dollars (\$2,000) ortho rider.



## ARTICLE XII -- SEVERABILITY AND SAVINGS

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

ARTICLE XIII -- MILITARY LEAVE

Military leave shall be granted pursuant to State and Federal statute and regulations.

ARTICLE XIV -- CLOTHING ALLOWANCE

2010- \$1100.00

2011- \$1100.00

2012- \$1100.00

2013- \$1100.00

2014- \$1100.00

SECTION 1. This allowance shall apply to those employees who have more than one (1) year of service, and shall also apply to employees who are on detached assignment. The employees shall provide Three Hundred Dollars (\$300) in receipts a year for items covered in this Section.

SECTION 2. All uniforms and clothing damaged in the line of duty shall be replaced by the City after inspections and certification by the officer in charge of uniforms.

SECTION 3. 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 Chief of Police or his designee. The City's liability shall not exceed more than One Hundred Seventy Five dollars (\$175.00) per incident.

SECTION 4. The Code of Dress shall be at the Chief's discretion. However, members shall be permitted to remove uniform hats while in Headquarters and wear short sleeve shirts year round, if desired. Metal name plate may be worn on dress blouse.

SECTION 5. In the event that the City originates any change in the present uniform or any part thereof, or requires as a result of promotion a new uniform, then the cost due each member as a result of that change shall be borne by the City, and shall not be considered as part of the yearly clothing allowance.

## ARTICLE XV -- COMMENDATIONS

SECTION 1. Two (2) days compensatory time off shall be granted to an employee who has received a recommendation for commendation from the Chief of Police, with the approval of the Business Administrator.

SECTION 2. As of January 1, 1989, A four (4) member committee shall be established for the purpose of awarding commendations. This committee shall consist of the Director of Public Safety, Chief of Police and two (2) other members of the Telecommunicators, elected by the Telecommunicators. This committee will meet when recommendations for commendation are brought to their attention to determine if they fall within the limits of the accepted merit system. Nothing contained herein shall be construed to deny or restrict the Business Administrator, the City Council or any other civic organization from representing an employee with an award of commendation of valor.

ARTICLE XVI -- LONGEVITY BONUS

SECTION 1. Fulltime, permanent Telecommunicators hired prior to January 1, 2008 shall receive longevity pay pursuant to the schedule below. Longevity shall be based upon the member's base salary and shall be paid on the anniversary date of his or her employment.

SECTION 2. The longevity pay shall be as follows:

0 through completion of 4th year	0%
5th through the completion of the 8th year	2%
9th through the completion of the 12th year	4%
13th through completion of the 16th year	6%
17th through completion of the 21st year	8%
22 years and up	10%

SECTION 3. All Telecommunicators hired on or after January 1, 2008 shall not be eligible for longevity pay.

## ARTICLE XVII - BREAKS

SECTION 1. Every Telecommunicator shall receive sixty (60) minutes for bona fide meal breaks from each shift, between the dates of September 16 and June 14. Between the dates of June 15 and September 15, bona fide meal breaks shall consist of forty-five (45) minutes. Bona fide meal breaks may be taken out of the building, so long as the employee returns on a timely basis.

It is also agreed that the Telecommunicator will not leave the Police Building for bona fide meal breaks unless there are three (3) Police personnel available for calls (including dispatcher as squad member). This will include patrolmen and detectives. Detectives would be available upon their determination.

The Telecommunicator may not leave the jurisdiction of the City on said bona fide meal breaks and are subject to immediate recall in the case of an emergency.

SECTION 2. A new television set, with remote control, same size and standard as present, when needed, will be provided by the department.

SECTION 3. 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 1<sup>st</sup> of each year.

SECTION 4. New Equipment: No new equipment may be installed in the operations room without discussion with the Telecommunicators affected, as to the operating accessibility of such equipment.

SECTION 5. Chairs of same standard as present, when needed, will be provided by the

department.

ARTICLE XVIII -- SALARY ADJUSTMENT AND SALARY RANGE

Fulltime permanent Telecommunicators hired prior to January 1, 2010 shall receive an adjustment to their base rate of pay in the amount of 2% for 2010 which can be added to the base, one time check or combination of both. The 2% adjustment shall be retroactive to 1/1/2010. For the years 2011 through 2014, permanent Tele-communicators shall receive a 2.9% across the board increase.

Fulltime provisional or permanent Telecommunicators hired on or after January 1, 2010 will be paid within a salary range of \$30,000 to \$50,000.

An employee who receives a promotion shall receive no less than an 8% increase, not to exceed the top of the range, but must bring into the bottom of the range; however, in the event a promotion takes place that does not result in a minimum increase of One Thousand Dollars (\$1,000), the salary range shall be adjusted accordingly for that specific situation.



ARTICLE XIX – POSITIONS

All Telecommunicator employees of the City of Sea Isle City referred to in this Agreement shall be titled as "Public Safety Telecommunicator".

## ARTICLE XX -- RETIREMENT

SECTION 1. Members shall retain all pension rights under New Jersey law and applicable ordinances of the City of Sea Isle City.

SECTION 2. If an employee retires due to a job-related permanent sickness, illness 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 Eyeglass 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.

SECTION 3. If, after twenty-five (25) years of service, an employee is forced to retire due to a non-job-related permanent sickness, illness or injury, the City shall continue in full force and effect the medical coverage listed in Section 2 for that employee and his/her dependents until the death of that employee, subject to the same qualifications as set forth in Section 2.

SECTION 4. When an employee retires according to the rules and regulations of the Public Employees Retirement System, more specifically, under the terms of the Service Retirement Benefit with twenty (20) years of service credit or the Special Retirement Benefit, the City shall continue to compensate the employee for the medical benefits listed in Section 2 of the article. If the employee retires with twenty-five (25) years of service in Sea Isle City, the City shall continue to compensate the employee, his or her spouse until spouse's death or remarriage, and dependent children to age 19, or to age 23 if attending an accredited college, for the medical benefits listed in Section 2 of this article.

SECTION 5. If a member wants to protect pension beneficiary upon retirement eligibility, they 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 approval.

ARTICLE XXI -- TERMS OF AGREEMENT

This Agreement shall be effective as of January 1, 2010 and shall terminate on December 31, 2014. This Agreement shall remain in full force and effect until the completion of a new and successive Agreement.

## ARTICLE XXII -- EXCHANGE OF DAYS OFF

The Chief, or superior officer in charge in the absence of the Chief, may grant the request of any member of the Department to exchange hours, duties, or days off. Such request shall be granted on a uniform basis with standard rules and regulations applying to all members who make this request.

### ARTICLE XXIII -- COMP DAYS

Compensatory time can be taken any day of the week as long as the squad would still have the proper manpower requirement. A comp day can be taken within one (1) year in which it was earned. More than one comp day can be earned at any one time.

**ARTICLE XXIV – UNION REFERENCES AND MEMBERSHIP**

A. The employer agrees to grant time off as necessary without discrimination to any employee designated by the Communications Workers of America and to the shop steward and alternate to attend local, state or international meetings or conventions or to serve in any capacity on other NJCSA/CWA business, which shall not exceed three (3) days per year.

B. During negotiations, the Union representative so authorized by the Union, not exceeding three (3) employees, shall be excused from the normal duties with pay for such period of negotiations as are necessary. Negotiations scheduling is at the discretion of the Business Administrator.

C. The rights and privileges of the bargaining unit and its members as set forth in this Agreement shall be granted only to the bargaining unit and its members, as the exclusive representative of the affected employees.

## **ARTICLE XXV – SHOP STEWARDS**

A. For the purposes of processing grievances, shop steward will be elected by the members of the unit as follows: One shop steward to represent the Public Safety Tele-Communicators, plus one alternate.

## ARTICLE XXVI – DUES CHECK OFF

A. The City agrees to deduct from the earning of each employee Union member dues when said employee had properly authorized such deduction in writing. The City shall forward all dues deduction monies collected on a bi-weekly basis to the treasurer of CWA as listed below:

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
c/o Secretary Treasurer  
501 3<sup>rd</sup> Street, N.W.  
Washington, D.C. 20001-2797

With a copy going to the following:

COMMUNICATION WORKERS OF AMERICA  
26 High Street  
Mt. Holly, NJ 08060

B. A list of names, bi-weekly salary and amount of deduction will be included. The parties agree that the term of this Agreement, in accordance with New Jersey statutes, any employee who is a member of this bargaining unit of the effective date of this Agreement who is not a member of the Union shall pay an agency shop fee equal to eighty-five percent (85%) of the dues, initiation fees and special assessments of the bargaining agent. Such fees shall be deducted from the pay of employees affected on the basis of authorization provided by the bargaining agent. This provision shall be effective upon the signing and ratification of this Agreement.



## ARTICLE XXVII – JOB SECURITY

A. This will confirm the understanding between the parties regarding some of the efforts the City will undertake to lessen the impact of possible privatization initiatives or the closing of City's facilities that could possibly occur and which impact it may have on employees in CWA.

B. In the event the City seriously considers privatization of a facility or function for purely fiscal or economic reasons impacting negotiation unit employees, the City agrees to give the Union reasonable advance notice, but not less than 90 days prior to actual closure or privatization and, upon not less than 90 days prior to actual closure or privatization and, upon request, to meet with the Union to give the Union an opportunity to present its position on the economic issues. The Union shall be given the opportunity to demonstrate that unit employees will do the same work more efficiently than a private contractor. The City agrees to provide the Union with relevant cost information necessary to enable the Union to develop its economic position, including public documents. The City will meet with the union within thirty (30) days of the issuance of this information. When the privatization decision is based upon policy reasons, and will result in a layoff or job displacement of bargaining unit employees, the City will give the Union reasonable advance notice of its decision and, upon request, meet with the Union to explain its rationale and discuss the impact on affected employees. It is understood that in any event, the decision to privatize is a managerial prerogative that may not be subject to the negotiation process.

C. The efforts the City will undertake to alleviate the impact on employees laid off as a result of such actions shall include one or more of the following as appropriate under the existing circumstances and shall be subject to discussions between the City and the Union.

1. Establishing preferential hiring lists with the private employer;
2. Establishing hiring freezes for positions determined to have the same or similar duties and responsibilities at other City locations within the department affected to create openings which will be filled by qualified laid off employees and, if practicable, by employees targeted for layoff.
3. Continuing health coverage under COBRA which the City will pay for a certain limited transition period but not less than three months in duration; and

4. Providing training for qualified employees to the extent there are openings and laid off employees require training to fill them.

D. The City agrees to make good faith efforts, which shall include compliance with all DOP regulations to lessen the possibility of the layoff or demotion-in-lieu of layoff of employees in the bargaining unit. Where practicable, these efforts will be made whenever workers are placed at risk through privatization or program reductions or eliminations for reasons of economy, efficiency, or other reason. The efforts the City may take to lessen the possibility of layoff or demotion may include, wherever practicable, voluntary reduced work time and voluntary layoff or demotion, which shall be offered to employees before the employer takes involuntary action to reduce the workforce. Consistent with DOP regulations, the City will consider the following pre-layoff actions prior to any permanent employees being laid off or demoted:

1. Hiring and promotion freezes;
2. Separation of non-permanent employees;
3. Returning provisional employees to their permanent titles;
4. Securing of transfers and reassignment to other employment; and
5. Filling of existing vacancies.

E. Good faith attempts will be made to fill positions determined by the Department of Personnel to have substantially the same or similar duties and responsibilities at other City locations by qualified laid off or demoted employees and, if practicable, by employees targeted for layoff. As practicable, the State shall train "at risk" employees to allow movement from the "at risk" location to work locations within or outside the appointing authority where positions are available. It is understood that all such actions must be consistent with operative law and DOP regulations. In the event the City seriously considers privatization of the facility or function which could result in the layoff or displacement of bargaining unit employees, the City agrees to give the Union reasonable advance notice, but not less than 120 days prior to the awarding a privatization contract to perform the work.

F. Accompanying the notice will be a detailed accounting of all costs under the privatization and a comprehensive cost analysis. The parties shall mutual select an independent

outside auditor to determine whether substantial cost savings will occur if the privatization occurs. Where the independent auditor determines that there is no substantial cost savings, the City will undertake best efforts to ensure there shall be no layoff or adverse economic impact on City employees. Where there is substantial cost savings, the City chooses to privatize, the City agrees to use the displaced worker pool in order to lessen the impact of such layoff. If there is a pending or proposed general layoff, the City shall review existing private contracts for work similar to that of the employees considered for layoff or dislocation. Unless a cost analysis shows substantial cost savings for those existing private contracts, the City will use its best efforts to bring the work performed under the private contract(s) back in house and the City shall use the displaced worker pool to keep workers employed while the City determines whether to bring such work back in house.

G. Effective with the signing of this agreement, if privatization is undertaken as a substantial cost savings, the City Auditor or a mutually-selected independent outside auditor will conduct periodic post audit cost analysis to determine whether or not there continues to be substantial cost savings. Where there is not substantial cost savings, the City shall make its best efforts to bring the work back in house.

ON THIS 2<sup>nd</sup> day of SEPTEMBER, 2010,

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective Council attested by their respective secretaries, on the day and year first above written:

CITY OF SEA ISLE CITY

COMMUNICATION WORKERS  
OF AMERICA

By: Leonard C. Desiderio  
Leonard C. Desiderio, Mayor

By: Adam Liebtag  
Adam Liebtag, President

Attest:

Cindy L. Griffith  
Cindy L. Griffith, City Clerk

Donald Rice  
Donald Rice  
CWA International Representative

Dated: 9/2/2010

Anthony Tallarico  
Anthony Tallarico, Asst. to President

BARGAINING COMMITTEE:

Thomas DeLozier  
Thomas DeLozier

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