

COLLECTIVE BARGAINING AGREEMENT
between
THE CITY OF SEA ISLE CITY
and
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
FOR THE
CLERICAL EMPLOYEES

Dated: January 1, 2019 through December 31, 2022

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I – RECOGNITION.....	2
ARTICLE II - MODIFICATION.....	3
ARTICLE III - RULING #11	4
ARTICLE IV - GRIEVANCE PROCEDURE.....	5
ARTICLE V - HOLIDAYS.....	7
ARTICLE VI - VACATION.....	8
ARTICLE VII - SICK LEAVE	9
ARTICLE VIII - MATERNITY CONVENIENCE AND CHILD BEARING LEAVES	10
ARTICLE IX - LEAVES OF ABSENCE	11
ARTICLE X - TIME OFF	12
ARTICLE XI - NEW HIRES - PROBATIONARY PERIOD	13
ARTICLE XII - WAGES.....	14
ARTICLE XIII - PENSIONS.....	15
ARTICLE XIV - PROMOTIONS.....	16
ARTICLE XV - INSURANCE, HEALTH AND WELFARE.....	17
ARTICLE XVI - LONGEVITY	19
ARTICLE XVII - HOURS AND OVERTIME.....	20
ARTICLE XVIII - UNION REFERENCES AND MEMBERSHIP	22
ARTICLE XIX - SHOP STEWARDS	24
ARTICLE XX - DUES CHECK OFF.....	25
ARTICLE XXI - SENIORITY	26
ARTICLE XXII - SCHOOLING	27
ARTICLE XXIII - CLOTHING MAINTENANCE.....	28
ARTICLE XXIV - ACCESS TO PERSONNEL FILE.....	29
ARTICLE XXV - MISCELLANEOUS	30
ARTICLE XXVI - DEADLINES.....	31
ARTICLE XXVII - DURATION OF CONTRACT	32
ARTICLE XXVIII - JURY DUTY.....	33
ARTICLE XXIX - EMPLOYEE SAFETY	34
ARTICLE XXX - DRUG TESTING POLICY	35
ARTICLE XXXI - JOB SECURITY	36
ARTICLE XXXII - CIVIL SERVICE – NO CONFLICT	38
ARTICLE XXXIII - PAYMENT AFTER EXPIRATION OF CONTRACT	39

PREAMBLE

This Agreement entered into this _____ day of _____ 2021 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.

ARTICLE I – RECOGNITION

- A. The City recognizes the Union as the designated representative for the purpose of collective negotiations, according to law for all permanent full-time and part-time Sea Isle City clerical employees, but excluding Policeman, Fireman, confidential employees, managerial employees and supervisory employees within the meaning of the Act. 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 - MODIFICATION

- A. The City agrees that it will not establish new work rules or regulations or modify or amend existing work rules or regulations governing wages, hours or working conditions as set forth within this Agreement mandated negotiable by law except by an instrument in writing executed by both parties, except that the City reserves the right to expound upon and publish existing work rules.
- B. This Agreement shall not be modified, altered or changed except by written agreement of the parties.
- C. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will 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 III - RULING #11

- A. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provisions shall be incorporated, but this Agreement will continue in full force and effect.

ARTICLE IV - GRIEVANCE PROCEDURE

A.

1. The purpose of this procedure is to secure at the lowest level an equitable solution to the problems which may arise affecting the terms and conditions of employment.
2. Designated union representatives shall be permitted to confer with members and the City on specific grievances or issues without loss of pay during work hours.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. The term "grievance", as used herein, means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of the Agreement or policies of the City and decisions affecting terms and conditions of employment and may be raised by an individual or the Union.

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

E. Discipline:

1. Discipline and discharge shall only be for just cause.
2. Discipline shall be progressive in nature and corrective in intent. At each step of the procedure, the employee must be:
 - (a) advised of the situation;
 - (b) advised of corrective action needed;
 - (c) advised of future action that will be taken;
 - (d) advised of the right to Union representation
3. The degree of discipline administered by the employer in a particular case must be reasonably related to: (a) the seriousness of the employee's proven offense and (b) the record of the employee and his or her service with the employer.
4. No discipline, which results in loss of pay, shall be imposed prior to the employee having a hearing unless there is an imminent threat to health and safety.
5. A group or class grievance may be filed by a member of the affected group or class, or by a representative of the Union; however, any such grievance shall clearly delineate the group involved and shall, where practicable, list the names and titles of the individual employees involved.

6. Extension of time limits may be obtained only by the written consent of the grievant or representative and person designated to him or her to determine the grievance.
7. If a grievant accepts a resolution that is not in conflict with this Agreement, it shall be final and binding upon the parties.

GRIEVANCE PROCEDURE

STEP ONE

If no agreement can be reached orally within ten (10) working days of the initial discussion with his or her Department Head, the employee may present the grievance in writing within ten (10) working days to the Department Head. 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 or her dissatisfaction with the determination and the remedy requested by the grievant. The Department Head will answer the grievant in writing within ten (10) working days of receipt of the written grievance. Failure of the Department Head to answer shall institute Step Two. The party filing the grievance shall forthwith transmit a copy of the grievance to the Department Head in charge of that Department.

STEP TWO

If the Union wishes to appeal the decision of the Department Head, 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 grievant within fifteen (15) working days of the submission.

STEP THREE

- A. If the grievance is not settled through Steps One and Two, 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.
- B. Costs for the services of the arbitrator shall be shared equally between the parties. Any other expenses, including but not limited to the presentations of witnesses, shall be paid by the party incurring the same.
- C. The arbitrator shall decide those items involved in the grievance and his or her recommendation shall be binding as to all parties.
- D. The designated Union representative shall be permitted, as a member of the grievance committee, to confer with employees and the City on the specific grievance in accordance with the grievance procedure set forth herein during working hours of employees, without the loss of pay, provided the committee shall have the right to hold meetings during working hours.

ARTICLE V - HOLIDAYS

- A. 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 from the Holiday schedule any holiday currently observed.
- B. Any special holiday observed by the City, by resolution of the Board of City Council, during the life of this Agreement, shall be given to the employees of the bargaining unit as a matter of right.
- C. Employees covered under this Agreement shall be given five (5) personal days to be used at their discretion. No notice of any such taking is necessary in the event of an emergency.
- D. Each employee covered by this Agreement shall receive the following holidays with pay:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
General Election Day (November)	Good Friday
Thanksgiving Day	Memorial Day
Day After Thanksgiving	Independence Day
Christmas Day	
- E. The City will comply in granting a holiday whenever the Federal Government, the Governor of the State of New Jersey or the Board of Chosen Freeholders issues a proclamation granting a holiday throughout the Country, State or County.

ARTICLE VI - VACATION

- A. Every full-time and part-time permanent member of this bargaining unit shall receive vacation in accordance with the following schedule: (Part-time employee's vacation schedule is to be prorated).
1. One (1) day each month for every month of the employee's first year
 2. After one (1) year, up to five (5) years completed - 12 days
 3. After five (5) years, up to ten (10) years completed - 15 days
 4. After ten (10) years, up to twenty (20) years completed —20 days
 5. After twenty (20) years completed and up —25 days
- B. If an employee becomes sufficiently ill so as to require inpatient hospitalization while he or she is on vacation, he or she may charge such period of illness and post-hospitalization recuperation against sick leave at his or her discretion.
- C. For members of the Union, vacation will be selected by employee according to seniority (starting date of continuous employment) per working division.
- D. Employees may split vacations. If an employee desires to split his or her vacation, he or she shall choose his or her first choice on basis of seniority per working division with approval of Department Head or Business Administrator.
- E. Vacation time must be used in the year earned. 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 only with Department Head's signed approval. Should vacation time not be used by the end of the twenty-four (24) month extension period, then unused vacation time shall be cancelled without pay.
- F. Subject to the needs of the City, the scheduling and taking of summer vacation will not arbitrarily be denied.
- G. If the employee so requests, vacation pay will be available in the pay period immediately prior to the scheduled vacation so long as:
1. at least thirty (30) days notice of the request is given to permit processing; and
 2. by so requesting the employee understands that he or she will have to wait one (1) pay period upon returning to work before being paid again.

ARTICLE VII - SICK LEAVE

- A. Sick leave shall continue to be accumulated at a rate of one (1) day each month for the first year and fifteen (15) days per year thereafter.
- B. If an employee retires without using up his or her sick leave, the City agrees to pay each such employee an amount equal to fifty percent (50%) of all accrued and unused sick leave pay, up to a maximum of fifteen thousand dollars (\$15,000.)
- C. Any salary increases which are given to the regular employees of the bargaining unit shall also be given to any employee absent because of sick leave, but not on terminal leave.
- D. Any employee who becomes ill while at work and goes home sick shall receive credit for working. Such credit shall be received as follows:

Any employee who becomes ill while at work (and has worked a half day 3.5 hours) and subsequently goes home sick shall receive credit for a full day worked (7 hours). Those hours missed from work due to illness will not be deducted from the employee's accumulated sick days. Limited to three (3) instances per year.
- E. The Union recognized the right of the City to verify sick leave in accordance with the law.

ARTICLE VIII - MATERNITY CONVENIENCE AND CHILD BEARING LEAVES

- A. An employee requesting such leave without pay shall make written application at least sixty (60) days prior to commencement of such leave.
- B. The employee requesting such leave shall advise the administration at least thirty (30) days prior to the return of such intention or submit notice of resignation at such time.
- C. Prior to return from such leave, the employee shall supply the City with medical certification of the ability to resume job functions.
- D. Maximum time for such leave shall be six (6) months, but may be extended six (6) months with approval of the Business Administrator.
- E. 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 delivery date. During this time, the employee shall apply for those State benefits to which she shall be entitled pursuant to the law. The parties agree to use the employee's accrued sick time first and thereafter the City will pay the difference, if any, between the State benefit amount and the amount of the employee's normal wages paid.

The City and the Union recognize and agree there is a need to discuss standardizing maternity and disability clauses in all city contracts. Contract will be amended when agreed upon.

- F. Employees, who are fathers/significant others will be granted time off without deduction from their pay for a period of three (3) days for natural child birth and five (5) days for cesarean section child birth provided the employee is named as the father on the birth certificate.
- G. Disability. Contract will be amended when agreed upon.

ARTICLE IX - LEAVES OF ABSENCE

- A. After completion of three (3) years of employment, an employee may request a leave of absence without pay or benefits.
- B. Leaves of absence without payer benefits may be granted by the Department Head with the approval of the Business Administrator of that department for good cause, including but not limited to maternity leave, for up to six (6) months.

ARTICLE X - TIME OFF

- A. When a death occurs in an employee's immediate family, the employee shall be given five (5) scheduled working days off with pay beginning with the first scheduled working day on which the employee does not report for duty. In the event an employee requires additional time for bereavement, request for same shall be made to the Business Administrator.

The term "employee's immediate family" shall mean the employee's mother, father, sister, brother, wife, husband, domestic partner, son, daughter, child of domestic partner, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather, granddaughter, grandson.

- B. Employees shall be granted time off, without deduction from pay, for a period up to three (3) days for natural childbirth, and five (5) days for Cesarean Childbirth provided the employee is named father on the birth certificate.
- C. Any time off under this article shall not be deducted from any other leave of absence, provided that the employee is not using another leave of absence at the time of death or birth.
- D. In the event of the death of a niece, nephew, brother/sister-in-law, aunt, uncle, first cousin, and foster parents, or relatives living under the same roof. Two (2) days shall be granted to the employee to attend said funeral. In the event an employee requires additional bereavement leave, a request shall be made to the Business Administrator.

ARTICLE XI - NEW HIRES - PROBATIONARY PERIOD

- A. Subject to the rules and regulations of the New Jersey Civil Service Commission , new employees shall serve a probationary period of three months and shall be paid as qualified first year employees. For the purpose of seniority, the original date of hire should be used. During the probationary period, the employee shall not be considered a member of the bargaining unit. Within the first three (3) years of employment, the employee will be eligible for a promotion to a senior title provided the employee meets the qualifications for the position and is approved by the Department Head and the Business Administrator.
- B. Employees hired prior to 1996 and are still at entry level position shall be promoted to a senior title within their Department and shall receive a salary increase of One Thousand Five Hundred dollars (\$1,500.00). This amount is separate from any yearly increase generated by the contract settled for the years 2010-2014.

ARTICLE XII - WAGES

- A. Employees shall be paid bi-weekly. Salary ranges are established for all positions as attached. Ranges shall change annually as needed, with the negotiated percentage.
- B. The City agrees that the Wage Rates for employees under this Agreement shall be increased during the term of this Agreement as follows:
- Effective January 1, 2019 2.3% increase to base
 - Effective January 1, 2020 \$1,500 increase to base + 2.3% increase to base
 - Effective January 1, 2021 2.3% increase to base, and \$1,000 lump sum. Base salary shall not be increased by the lump sum above, which shall not subject to pension or health benefits deductions.
 - Effective January 1, 2022 2.3% increase to base
 - Effective January 1, 2023 2.3% increase to base. Such extension would require mutual agreement of the City and Union membership.
- C. The annual Wages paid to employees are based upon an 1,820 hour work year. The annual salary indicated in a union contract or annual salary ordinance will be the basis for payroll period calculations to facilitate this, 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 the annual salary ordinance.
- D. All paychecks via direct deposit, commencing 90 days from execution of Contract.
- E. The City shall issue paper checks for any one time allowance, such as, CDL and clothing allowance, only if requested by the member in writing by January 1 of each year

ARTICLE XIII - PENSIONS

- A. An employee shall retain all pension rights under the Public Employees Retirement System.
- B. 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.

ARTICLE XIV - PROMOTIONS

A. Any employee who receives a promotion within the bargaining unit shall receive an increase of not less than 8%, not to exceed the top of the range but must bring employee 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.

ARTICLE XV - INSURANCE, HEALTH AND WELFARE

- A. Employees agree to the following benefits for full-time permanent employees: State Health Benefit Plan Direct Access 15 (for 2016, 2017 and 2018; remain Direct Access 10 during 2015). or Comparable Plan. The City also provides employees with an eyeglass plan and dental plan. The current dental and vision plans shall remain as is for 2015 through 2018.

Employees of the City that are married/civil union shall be provided with one medical plan as long as married/civil union. Both shall be included on the healthcare plan; however, both 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. The employees provided one medical plan herein shall not be paid a waiver of coverage payment.

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

The City shall continue to pay premiums as described above for the employee, spouse, and dependents, when he or she retires from the City after twenty-five (25) years of service with the foregoing to be terminated at the time of death. Upon the death of the employee, the City agrees to continue paying the premiums as described above for the employee's spouse, unless the employee's spouse re-marries. Medicare Part B reimbursement is available only to eligible retirees; and only to those who receive healthcare coverage from the City.

When healthcare coverage is provided upon retirement, the retiree shall be covered by the plan in place for the bargaining unit members and retirees, and it is understood that the plan may be modified by future collective bargaining agreements.

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 active 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.

If retired employee 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.

- B. The City shall provide legal representation to employees if litigation shall develop as a result of actions arising out of and in the course of employment, except that no representation shall be provided for defense of criminal, disorderly person, motor vehicle offense or negligent actions on the part of an employee.
- C. The City shall provide a Five Thousand Dollar (\$5,000.) life insurance policy to each employee. Coverage shall also include double indemnity if the death is accidental. The employee shall designate the beneficiary of the policy.
- D. The City shall continue to pay insurance premiums while an employee is on sick leave.

- E. If an employee retires due to a job related, permanent illness, sickness or injury, the City shall continue in full force and affect all benefits under this Article.
- F. Employees retiring prior to twenty-five (25) years service may continue with the City insurance programs at their own expense, as permitted by Law.
- G. 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.
- H. 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 \$15.00.
- I. 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.

ARTICLE XVI - LONGEVITY

A. All members prior to October 1, 1993, shall receive longevity according the schedule below.
Employees hired October 2, 1993 and thereafter are not entitled to longevity.

<u>Years of Service</u>	<u>Percent of Annual Salary</u>
After completion of 4 th year To completion of 8 th year	2%
From the beginning of the 9 th year To the completion of the 12 th year	4%
From the beginning of the 13 th year To the completion of the 16 th year	6%
From the beginning of the 17 th year To the completion of the 21 st year	8%
From the beginning of the 22 nd Year and on	10%

ARTICLE XVII - HOURS AND OVERTIME

- A. The workweek consists of five (5) days generally starting Monday from Eight-thirty a.m. (8:30 a.m.) to Friday at Four-thirty p.m. (4:30 p.m.). This shall not be construed, and nothing in this Agreement shall be construed, as a guarantee or limitation of the number of hours to be worked per day, per week, or for any other period of time by employees covered hereunder. Each employee's work schedule shall be determined by the City and such work schedules shall normally be comprised of seven (7) hour workdays and thirty-five (35) hour workweek. Time taken for meals shall not be included in the compensated hours.
- B. Overtime shall be applied for all hours worked in excess of 7 hours in one day at a rate of time and one-half the employee's regular rate of pay.
- C. In computing overtime, any full-time employee in pay status who has worked in excess of thirty-five (35) hours per week shall be paid at time and one-half for the time worked beyond 35 hours per week. Overtime shall be paid in one-half hour increments. Any employee working 15 minutes of the half-hour shall be compensated for the balance of the said half-hour. For example, if an employee works one hour and fifteen minutes beyond the 35 hours per week the employee shall be compensated with one and one-half hours overtime.
- D. Employees shall work a five (5) day workweek, Monday through Friday inclusive, with no call-in Saturday or Sunday work unless agreed to voluntarily by said employee, seniority prevailing.
- E. If any employee is called to duty on his/her day off, or he/she is recalled, he/she shall be paid for all hours worked at time and one-half his/her regular rate of pay or compensated time off. He/she is guaranteed two (2) hours work upon his/her return to work assignment. However, management reserves the right to retain the employee for those full two (2) hours to be worked. Any employees called in for emergency work during times the City is in a state of emergency shall be compensated at one and one-half times his or her regular rate of pay.
- F. A ten (10) minute grace period shall be allowed to employees covered under this Agreement, whose arrival is after actual starting time without penalty to vacation or sick time. The said employee will be granted the option to make up the said amount of time on the same day it is incurred either on their lunch hour or at 4:30 pm, making up only the exact amount of time lost. Limiting those occurrences to no more than one (1) time per month.
- G. All employees covered under this Agreement shall receive a one (1) hour lunch period to be taken between the hours of 12:00 noon and 2:00 pm. Employees of the same working unit have the option of switching their lunch hour by mutual agreement and notification of the Department Head.
- H. Employee shall be entitled to engage in outside employment during off hours so long as performance of same does not interfere with employment with the City.

- I. All employees shall be entitled to one fifteen (15) minute break in the morning away from present work area.
- J. Employees are allowed access to refreshments in the morning and afternoon to be consumed at their designated work area.
- K. All paychecks shall be available prior to 11:30 am when payday falls on a holiday. The last banking day prior to the holiday shall be considered payday.
- L. Flex Time: Any employee, with the permission and discretion of the Business Administrator, may work hours other than 8:30 a.m. to 4:30 p.m., provided they constitute a thirty-five (35) hour workweek with a fifteen (15) minute break and an hour meal break for each time slot worked.
- M. Comp Time: Hours and overtime must follow FSLA law. To be discussed further and contract will be amended when agreed upon.

ARTICLE XVIII - 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.

D. Union Rights

The Union has the right to access the members of the bargaining unit for the purpose of collective bargaining, contract enforcement, and/or other union business. Access includes, but is not limited to, the following:

The right to meet with individual employees on the premises of the public employer during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues at no cost to the Union or its representatives;

The right, with advance notice to the Employer, to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the Union, and internal union matters involving the governance or business of the Union; and,

The right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes, within 10 calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings.

The right to use buildings and other facilities that are owned or leased by the employer to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with governmental operations. Meetings conducted in government buildings pursuant to this

section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections.

The Union shall have the right to use the email systems of the Employer to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. This access is subject to City electronic media policies as may be amended from time to time and no assurances by the City of privacy of the system.

Information

Within thirty (30) calendar days from the date of hire of negotiations unit employees, public employers shall provide the following contact information to the Union in an Excel file format or other format agreed to by the Union: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the public employer on file with the public employer.

The Employer shall provide the Union, in an Excel file or similar format agreed to by the Union, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers on file with the employer, date of hire, date of birth, and work email address, and personal email address on file with the public employer. The City will verify member contact and ID information upon reasonable request from the Union.

The City will provide to new employees any sign-up or other Union forms provided by the Union, and forward to the Union forms completed by employees.

Employer Neutrality

The Employer shall not encourage negotiations unit members to resign or relinquish membership in the Union.

The Employer shall not encourage or discourage an employee from joining or assisting the Union.

ARTICLE XIX - 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 clerical workers, plus one alternate.

ARTICLE XX - 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. A list of names, bi-weekly salary and amount of deduction will be included.

CWA Local 1036
1 Lower Ferry Road
West Trenton, NJ 08628
Attention: Financial Manager

- B. Dues deductions for any employee in this negotiating unit shall be limited to CWA. Employees shall be eligible to withdraw such authorization only as of July 1 of each year provided written notice of withdrawal is filed with the City and Union. Unless an employee withdraws authorization for the deduction of Union dues, the City will continue to deduct dues. The movement of an employee from one title to another title and/or from one unit to another unit will not affect dues deduction, unless the new title or unit is not represented by the Union. The City will notify the Union via July monthly report.

ARTICLE XXI - SENIORITY

- A. All employees are to be notified of a job opening or vacancy pertaining to an upgraded position prior to filling a position.
- B. Seniority, which is defined as continuous, unbroken service with the City, will be given consideration by the employer. With respect to promotions, however, service will be considered broken, for the purpose of this clause, if an employee who has served continuously with the employer for at least one (1) year:
 - 1. Should resign from his/her position and not be rehired by said employer within three (3) months of said resignation;
 - 2. Should retire;
 - 3. Should suffer a validated dismissal;
 - 4. Should request and receive a voluntary transfer out of the bargaining unit or out of the work force of the City;
 - 5. Should be absent without leave for more than five (5) days.
- C. Job posting: To provide advancement opportunities for employees within the department, existing or planned job vacancies shall be posted prominently for seven (7) days. The posting shall include a description of the job, any required qualifications, the location of the vacancies, the salary range, the hours of work and the procedure to be followed by employees interested in making application
- D. If there are two (2) or more employees interested in making application to perform the work, the employee with the greatest seniority may be given preference. If the employee with the greatest seniority cannot perform the higher rated job once promoted to the higher rated job, then the City shall promote the employee, which it deemed to be next eligible.
- E. Nothing contained herein shall be interpreted as limiting or confining the City's right to enjoy unlimited management prerogative in filing job openings within the context of existing civil service statutes and regulations.

ARTICLE XXII - SCHOOLING

- A. The City shall determine the requirements for formal training for each employee's title. Those employees requiring formal training will be designated by the Business Administrator and shall not be denied by the Director of the Department. Training will be scheduled by the City. Employees will be reimbursed for all costs incurred by attending formal training including meals up to Ten dollars (\$10) per meal and travel miles at the prevailing IRS rate. The City will increase the base salary by One Hundred dollars (\$100) for each course successfully completed by an employee, said increase which shall become a permanent part of the base salary as of the date completed.
- B. The City shall add One Thousand Dollars (\$1,000) to the employee's base salary for individuals requested or required by the City to hold licenses which are required to be held in accordance with federal, state, county or local law, and that require the presence or availability of the employee in the event of the absence of the City's designated license holder. To be entitled to the \$1,000.00 added to base salary for each license the member must maintain the license(s) or same will be removed from the base.

ARTICLE XXIII - CLOTHING MAINTENANCE

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 make claims in excess of an aggregate of One Hundred Fifty dollars (\$150) per calendar year, except for actual repair or replacement of prescription eyeglasses subject to depreciation and wear and tear, which shall be computed on a straight-line depreciation.
- B. Employees incurring personal clothing or property damage shall be required to complete a clothing damage form which shall describe the nature of the damaged clothing, and the employee shall get said form signed by the department head.
- C. The employee shall submit a bill or receipt for cost of repair or replacement of damaged property, valued that of the destroyed property. This bill or receipt as well as the incident report should be forwarded on the Risk Management Representative for the City of Sea Isle City.
- D. Subject to the monetary limitation continued herein, the City shall have the right to compensate the employee monetarily.

ARTICLE XXIV - ACCESS TO PERSONNEL FILE

- A. A separate personnel history file shall be established and maintained for each employee covered by this Agreement. Personnel history files are confidential records and shall be maintained in a central location.
- B. Employees shall have the right to inspect and review their own individual personnel file upon request to the City. The City recognizes and agrees to permit this review and any examination at any reasonable time. Employees shall have the right to copy, define, explain or object to, in writing anything found in his/her personnel file with such inspection being conducted on the employee's and not the City's time.
- C. No access to the individual's personnel file by any individual other than the immediate Department Head or the Business Administrator, or his designee is to be allowed without prior notification of the employee concerned, subject to the reasonable availability of the employee.
- D. All personnel history files will be carefully maintained and safeguarded permanently, and nothing of a derogatory nature shall be placed in any file nor shall anything be removed there from, except if material is ordered removed through the grievance procedure outlined in this Agreement, Article IV, or except upon prior notice to the employee.
- E. It is understood that an employee will receive a copy of any derogatory or disciplinary documents being placed in his/her personnel file.
- F. It is further understood and agreed that the files maintained by the City offices are the official personnel file for all employees. No other official file or personnel record will be maintained.

ARTICLE XXV - MISCELLANEOUS

- A. EMT Reimbursement: If an employee attends an approved Emergency Medical Technician course, an approved CPR course, and/or is certified Fire 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.

- B. If checks are available from computer, the employee may request his/her check two (2) days prior to regular payday, approved only in case of vacation or emergency with approval of Director of Revenue and Finance or Chief Financial Officer.
- C. When it is necessary for an employee to use his/her personal vehicle for City business, the employee shall be compensated at the rate set for mileage by the Internal Revenue Service. The employee shall be compensated for all tolls incurred with receipt furnished, and said vehicle and employee shall be insured by the City.
- D. A minimum of two (2) employee-Council meetings per calendar year.
- E. It is agreed that the break room located on the second floor has been established for the use of employees of City Hall. Therefore, management meetings, conferences, etc. shall be scheduled so not to interfere with break or lunch periods of said employees.
- F. The kitchen area shall remain clear of all office equipment, said area to be used for the preparation and consumption of food.
- G. Air conditioning shall be provided at all work locations (including building inspector's office) and shall be operated on appropriately warm days. In addition, proper heating shall be maintained.
- H. A fire safety program shall be established which shall include twice the first year of the contract and at least one yearly after that, fire drills and the installation of appropriate fire safety equipment. This program shall be instituted within ninety (90) days of the signing of this agreement.
- I. Any improvements in benefits to other city employees shall be extended to the above contracts. The improvements are only for benefits not in effect as of the signing of the above contracts. They also do not include any changes in wages but only non-monetary benefits.

ARTICLE XXVI - DEADLINES

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Law 1974, in a good faith effort to reach agreement in all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 15 of the calendar year in which said agreement expires. Any agreement negotiated shall be reduced in writing and be submitted for ratification by the Union and approved by the City; if ratified and approved it shall be signed by both parties.

ARTICLE XX VII - DURATION OF CONTRACT

- A. It is hereby agreed by the City and the Union that this contract shall be for four (4) years commencing January 1, 2019 and concluding December 31, 2022. Contract shall remain in effect until a new contract is agreed upon.
- B. The parties further agree to be bound by the provision of NJAC 19:12-1.1, et seq. concerning the procedures for negotiations, mediation and fact-finding.

ARTICLE XX VIII - JURY DUTY

- A. Jury Duty. A full-time employee shall be granted necessary time off without loss of pay when summoned and performs jury duty as prescribed by applicable law. In no event is an employee to be excused from work for more days than those of such duty performed. The employee shall be permitted to keep all remunerations received when said employee performs jury duty.
- B. Witness Duty. When a full-time employee is summoned to appear as a witness before a Court, legislative committee, or judicial or quasi-judicial body, unless the appearance is unrelated to their capacity as an employee of the City, they shall be granted time off without loss of pay if the appearance is during the scheduled work shift and is related to their capacity as an employee, the employee shall be granted necessary compensatory time off equal to the hours required for this such duty. The employee shall notify the City immediately of the requirement of this leave, and subsequently furnish evidence that they performed the duty for which the leave was required.

ARTICLE XXIX - EMPLOYEE SAFETY

- A. The City agrees to maintain a safe and healthy work environment.
- B. The City shall inform the Union of the new program and committee that is to be implemented to address health and safety issues. Any appointment to that committee shall be determined once the program becomes effective.

ARTICLE XXX - DRUG TESTING POLICY

- A. Once the City implements a drug testing policy, the Union reserves the right to negotiate the disciplinary practices for this policy.
- B. The City and the Union will establish a Drug Testing Disciplinary Committee to negotiate and finalize disciplinary practices for the City's existing Drug Testing Policy. The parties agree that this Committee will consist of not more than three (3) members from each party.

ARTICLE XXXI - 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 New Jersey Civil Service Commission 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 a 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 mutually 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, and 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.

ARTICLE XXXII - CIVIL SERVICE – NO CONFLICT

Section 1. In the event that any portion of the forgoing contract shall be held in violation of any Federal or State Law or Regulation, or New Jersey Civil Service Rules and Regulations, those provisions shall be deleted from the contract and the balance of the contract shall remain in full force and effect as if said provision were not included within this contract, however, in conjunction with any provision in this agreement being removed as stated above, the Union and the City shall negotiate a new provision that will cover the Article that was found to be in violation of any Federal or State Law or Regulation, or New Jersey Civil Service Rules and Regulations. Negotiations shall only cover the Article that was to be removed for the violation. Such negotiations shall be under the rules and regulations of the Public Employment Relations Commission (PERC).

Section 2. It is intended that the administrative and procedural provisions of the New Jersey Civil Service Law and regulations are to be observed in the administration of this agreement where applicable, except and to the extent that such administrative and procedural provisions would violate or otherwise interfere with the enforcement of the terms set forth in this agreement.

Section 3. It is further understood that if there were to be a material change in the Civil Service Laws and or regulations after the collective negotiations agreement is executed, or if the City decides to no longer be a Civil Service jurisdiction that the administrative and procedural provisions of the Civil Service Laws and Regulations as set forth at the time of execution of this agreement shall continue in full force and effect and shall be part of this agreement until modified by the parties. The parties agree to meet and negotiate in good faith on provisions in the contract that mention or reference Civil Service Rules and Regulations. The parties to this agreement shall meet and discuss transition issues in the event that there is a decision by the governing body to seek to no longer be a Civil Service jurisdiction or if any provisions of Civil Service are waived. These meetings shall commence no later than 120 days prior to the date the City would no longer be a Civil Service jurisdiction if that date is known that far in advance, or within 30 days of when that date is known.

Section 4. In the event the New Jersey Civil Service eliminates or consolidates into a single title any job title which is currently in the bargaining unit and workers are placed into either an existing job title or a newly created job title, the employer agrees to negotiate over the wage rate of the job title(s) in which workers are placed if there is no wage rate to cover that particular title. Such negotiations will only be concerned with the wage rate for the newly created title and will have no effect on any existing rates in the salary scale. Additionally, in the event that two or more existing job titles which are currently paid at different rates are consolidated into one title, the pay rate of the affected employees shall be negotiated between the parties.

ARTICLE XXXIII - PAYMENT AFTER EXPIRATION OF CONTRACT

The parties agree that during the negotiation of a successor agreement and/or the expiration of an agreement all employees shall continue to receive any and all licensing fees and promotional increases. Upon ratification by both parties of the successor agreement any newly negotiated increases will then be applied retroactively to January 1 of the successor agreement.

ON THIS 8th day of June, 2021

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

CITY OF SEA ISLE CITY:

BY: Leonard C. Desiderio
Leonard C. Desiderio, Mayor

6/22/2021
Date

Attest: SDR
Shannon D. Romano, City Clerk

COMMUNICATIONS WORKERS OF AMERICA:

BY: Adam Liebtag
Adam Liebtag, President

6/9/21
Date

BY: [Signature]
Julia Barozas, CWA National Representative

6/9/2021
Date

BY: Patricia "Trish" Jackson
Patricia "Trish" Jackson

6/11/2021
Date

City of Sea Isle City
 CWA Clerical
 Wages 2019 (2.3%)

	Job Title	Minimum	Maximum
	Account Clerk or Account Clerk Typing	34,761	50,000
	Clerk 1 or Keyboarding Clerk 1	34,761	50,000
	Payroll Clerk	34,761	50,000
	Purchasing Assistant	34,761	50,000
	Clerk 2 or Keyboarding Clerk or Senior	42,210	60,000
	Clerk 3 or Keyboarding Clerk 3 or Principal	49,659	72,000
	Planning, Zoning Bd Secty/Construction Office Account Clerk (deleted not a Civil Service Title)		
	Technical Assistant to the Construction Official	62,074	78,213