

**CITY OF SEA ISLE CITY
NEW JERSEY**

RESOLUTION NO. 107 (2016)

**AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF SEA
ISLE CITY
AND CONFIDENTIAL EMPLOYEES
(Deputy City Clerk and Confidential Secretary)**

WHEREAS, there exist two (2) employees with Civil Service "Confidential" titles: Deputy City Clerk and Confidential Secretary; and

WHEREAS, the two (2) confidential employees of the City of Sea Isle City have an agreement for a contract effective January 1, 2015 through December 31, 2018; and,

WHEREAS, it is the intention of all parties for the contract to be effective on January 1, 2015, based on ratification by the employees and the City of Sea Isle City

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sea Isle City as follows:


1. The Attached Agreement between Confidential Employees and the City of Sea Isle City be and is hereby ratified.
2. The Mayor and Municipal Clerk be and are hereby directed to execute a contract based on the Agreement between the Confidential Employees and the City of Sea Isle City.
3. All the terms and condition of the aforementioned contract between the Confidential Employees and the City of Sea Isle City are effective January 1, 2015.
4. This resolution shall take effect immediately.


John C. Gibson, Council President

Recorded Vote:

Council	Yes	No	Abstain	Absent	Moved	Second
Divney	X				X	
Edwardi				X		
Kehner	X					
Tighe	X					X
Gibson	X					

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of Sea Isle City, New Jersey, at the regular meeting held on Tuesday, May 31, 2016.


Cindy L. Griffith, Municipal Clerk

ARTICLE 1

RECOGNITION: This agreement effective as of January 1, 2015 by and between the City of Sea Isle City, a municipal corporation, of the County of Cape May, State of New Jersey, (herein after referred to as the "City") and Confidential Employees; Deputy City Clerk and Confidential Secretary.

The basis of this contract is to ensure that the confidential employees are afforded all of the terms and conditions of employment and benefits given to the CWA Clerical Employees Contract in the City as amended from time to time.

Now therefore, the parties intending to be legally bound agree as follows:

ARTICLE 2

MANAGEMENT RIGHTS: The City hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and invested in it prior to the signing of this agreement, by the laws and constitution of the State of New Jersey and of the United States, except those limited by the specific and expressed terms of this agreement and then only to the extent that such specific and expressed terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

ARTICLE 3

MEDICAL INSURANCE, HEALTH, DENTAL AND VISION PLANS: The Confidential Employees shall have the same medical insurance (njDIRECT 15), health, dental, and vision coverage as specified in the current CWA Clerical Employees Contract as amended from time to time. The City shall provide the current medical insurance, health, dental, and vision coverage upon retirement from the City, conditioned upon the completion of twenty-five (25) years of service in the New Jersey Public Employees Retirement System (NJERS).

ARTICLE 4

COMPENSATION: During the term of this agreement, the Confidential Employees shall not be reduced in compensation and/or benefits or be disciplined without just cause.

This Contract is entered into and binding upon the parties on May 31, 2016. The Contract commences effective January 1, 2015 and shall continue through December 31, 2018. A two (2 %) percent increase shall be effective retro-active to January 1, 2015. A two (2%) percent increase shall be added in 2016, 2017 and 2018.

ARTICLE 5

NON-PRECEDENT: This contract shall not be interpreted or used as a guide or benchmark for any other employment contract or terms and conditions of any other employee including Collective Bargaining Agreements, and shall not be deemed an increase in salary given to all other municipal Officers and employees.

ARTICLE 6

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT:

All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the City Ordinances or the City's personnel policies and procedures.

ARTICLE 7

ENTIRE AGREEMENT: This agreement represents and incorporates the complete and final understanding between the parties on all issues which form the subject matter of this contract.


ARTICLE 8

SEPARABILITY AND SAVINGS AND APPLICATION:

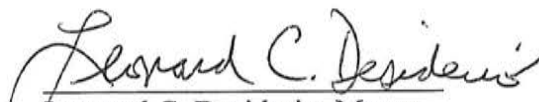
1. If any provision of the Agreement or any application of this Agreement to said employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.
2. In the event the invalid provision afforded a direct economic benefit, the parties shall meet and negotiate a new provision reflecting equal benefit.

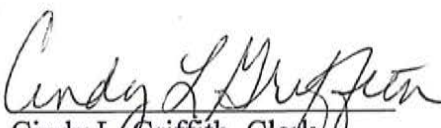
ARTICLE 9

EFFECTIVE DATE AND TERM: The effective date of this contract is January 1st, 2015 and shall continue through December 31, 2018.


Shannon D. Romano, Deputy City Clerk


Patricia A. Ponichtera, Confidential Secretary


Leonard C. Desiderio, Mayor

ATTEST: 
Cindy L. Griffith, Clerk