

AGREEMENT

between

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
PUBLIC SAFETY TELECOMMUNICATORS

and

CITY OF SEA ISLE CITY

Dated: January 1, 2019 through December 31, 2023

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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.

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 March 11, 2016.

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. 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. 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 Director of the Department may waive the advance notice clause. Such requests shall be directed to the Director of the Department 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 Director of the Department.

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
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

The City will comply in granting a holiday whenever the Federal Government or the Governor of the State of New Jersey issues a proclamation granting a holiday throughout the Country or State.

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 City Council, 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 "standby" 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 Chiefs 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. 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 bereavement leave, a request shall be made to the Director of the Department.
- (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, domestic partner, 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, son/daughter-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 (I) day shall be granted.

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

ARTICLE XI- HEALTH AND WELFARE PROGRAM

SECTION 1. The City shall provide the State Health Benefit Plan Direct Access 15 (for 2019, 2020, 2021, 2022, and 2023) or a Comparable Plan. The City will also supply each employee with the eye glass plan and dental plan now in effect for other employees. The current dental and vision plans shall remain as is for 2019 through 2023.

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.

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.

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.

Section 4. 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.

Section 5. 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 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

Employees shall receive an annual clothing allowance of \$1,100.

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 Chiefs 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 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

The City agrees that the Wage Rates for all 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; \$1,000 lump sum
- Base salary shall not be increased by the lump sum above, which shall not be 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

Employees hired prior to January 1, 2015 who receives a promotion shall receive no less than a \$2,000.00 increase.

Fulltime provisional/trainee Public Safety Telecommunicators hired on or after January 1, 2015 will be paid \$30,000.00 during their first year of service.

Second year Fulltime Public Safety Telecommunicators or Public Safety Telecommunicators hired with experience and at the discretion of the Chief of Police, on or after January 1, 2015 will be paid within a salary range of \$35,000 to \$65,000.

Employees hired on or after January 1, 2015 who receives a promotion shall receive no less than an 8% increase not to exceed the top of the range.

Public Safety Telecommunicators acting as the department LASO (Local Agency Security Officer) will receive an additional stipend of \$2,500.

All paychecks via direct deposit.

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 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, 2019 and shall terminate on December 31, 2023. 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.

D. Union Rights

1. 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:
 - (a) 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;
 - (b) 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;
 - (c) 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;

- (d) 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;
- (e) 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.

2. Information

- (a) 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.
- (b) 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, on 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.
- (c) 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.

3. Employer Neutrality

- (a) The Employer shall not encourage negotiations unit members to resign or relinquish membership in the Union.
- (b) The Employer shall not encourage or discourage an employee from joining or assisting the Union.

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. 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 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 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 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 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, 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 XXIX - 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 XXX - 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 12 day of October, 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, Mayor

11/23/2021
Date

Attest: 
Shannon D. Romano, City Clerk

COMMUNICATIONS WORKERS OF AMERICA:


BY: 
Adam Liebtog, President

11/16/2021
Date

BY: 
James McAscy, CWA Int'l Representative

11/16/21
Date

BARGAINING COMMITTEE:

BY: 
Thomas Delozier

11-9-21
Date