

CITY OF SEA ISLE CITY
NEW JERSEY

RESOLUTION NO. 226 (2010)

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

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

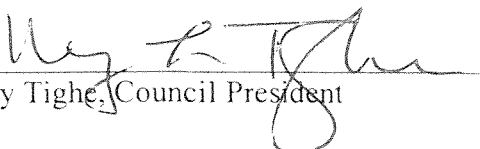
WHEREAS, the City of Sea Isle City has executed Contracts based upon the Memorandum of Agreement with all Unions; and

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

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

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

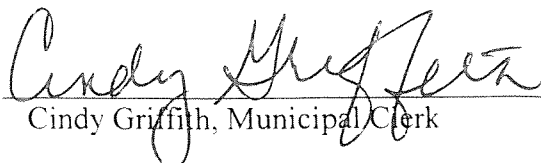
NOW, THEREFORE, BE IT RESOLVED that the Mayor and Municipal Clerk are hereby directed to execute the attached Letters of Understanding between certain Unions on behalf of the City of Sea Isle City.


Mary Tighe, Council President

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

*MOTION MOVED BY MCHALE SECOND BY KEHNER

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


Cindy Griffith, Municipal Clerk

Agreements with Middle Management/Professional Employees' Association

- Agreement contingent on all units agreeing and Council approval
- Duration of Contract – through 2014
- State Health Benefit Plan (SHBP) or comparable plan ~ The City shall continue to provide coverage
- Year 2010 ~ 2% {Can be added to base, one time check or combination of both} 2% shall be retroactive to 1/1/2010. For employees whose salary is more than 10% above the established salary range, the 2% in 2010 shall be a one time payment.
- Year 2011 – 2014 ~ 2.9% across the board increase, except as follows: for employees whose salary is more than 10% above the established salary range, the annual increase for 2011 through 2014 shall be 1.5%.
- Dental coverage shall be up to \$3,000.00 for orthodontics and remains the same as existing plan
- Sick days shall be 15 annually
- Ability to opt out of the health insurance ~ 25% of the health insurance premium or \$5,000.00 ~ whichever is less
- Clothing and CDL allowances remain the same at 2010 level for 2011 thru 2014
- Contract shall include salary ranges for all positions. Ranges shall change annually with the negotiated, across-the-board percentage amounts
- Promotions: minimum amount shall be 8%, not to exceed the top of the new range, but must bring into the bottom of the range. However, in the event a promotion takes place that does not result in a minimum increase of \$1,000, the salary range shall be adjusted accordingly for that specific situation. *NEEDS TO BE DISCUSSED AND AGREED PRIOR TO EXECUTION OF CONTRACT*
- * Medicare Part B shall be reimbursed to all Medicare eligible retirees {2010 shall be pro-rated}
- If a member wants to protect pension beneficiary upon retirement eligibility, they may submit a letter of intent to retire to the Business Administrator. Upon acceptance by the City, the position will be maintained and not subject to discretionary removal.

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF SEA ISLE CITY

AND THE

SEA ISLE CITY

MIDDLE MANAGEMENT/PROFESSIONAL

EMPLOYEES ASSOCIATION

Dated: Sept. 2, 2010

THIS Letter of Understanding is entered into on Sept 2, 2010 between the City of Sea Isle City, a New Jersey Municipality located in Cape May County, New Jersey (the "City"), and the Sea Isle City Middle Management/Professional Employees' Association S.I.C.M.M./P.E.A. (the "Association").

WITNESSETH:

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

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

ARTICLE XIV – Health and Welfare

This Article is hereby amended to add the following paragraphs.

e. The prescription drug card plan, through SHBP is generic \$3, brand \$10. In the event there is a drug that is prescribed that requires a coverage review, and the coverage review deems that the medicine is not covered by SHPB and a suitable therapeutic equivalent is not available as agreed by the member's attending physician, the City will reimburse for the cost of that drug, so that the employee's maximum cost exposure is \$10.

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

g. 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.

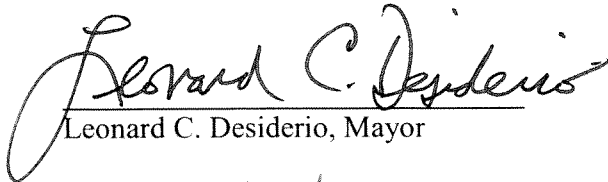
IN WITNESS WHEREOF, the

Parties have hereunto set their hand

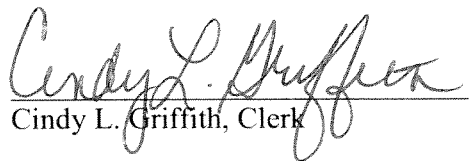
and seals at the City of Sea Isle City

this 2 day of Sept., 2010.

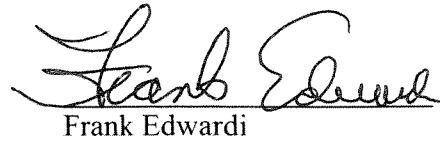
FOR THE CITY

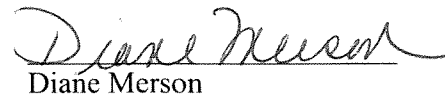

Leonard C. Desiderio, Mayor

Attest: 9/15/2010


Cindy L. Griffith, Clerk

FOR THE ASSOCIATION


Frank Edwardi


Diane Merson


Cheryl Castor

AGREEMENT

BETWEEN

THE CITY OF SEA ISLE CITY

AND THE

SEA ISLE CITY

MIDDLE MANAGEMENT/PROFESSIONAL

EMPLOYEES ASSOCIATION

JANUARY 1, 2010 TO DECEMBER 31, 2014

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PREAMBLE

This Agreement is entered into on May 11th, 2010 between the City of Sea Isle City, a New Jersey Municipality located in Cape May County, New Jersey (the "City"), and the Sea Isle City Middle Management/Professional Employees' Association S.I.C.M.M./P.E.A. (the "Association"). and represents the complete and final understanding of all bargainable issues between the City and the Association The phrase "Department Head" when used in this Agreement means the Director of the Department to which the Association member is assigned.

ARTICLE I
RECOGNITION

The City of Sea Isle City, New Jersey recognizes the Sea Isle City Middle Management! Professional Employee's Association, hereinafter known as (S.I.C.M.M./P.E.A.) as the exclusive negotiating representative for the collective negotiations concerning permanent full time employees with respect to wages, hours of work and other working conditions for Middle Management and Professional Employees employed by the City including the following:

Assistant Comptroller
Assistant Municipal Tax Collector
Assistant Payroll Supervisor
Assistant Public Works Superintendent (2)
Assistant Purchasing Agent
Assistant Recreation Supervisor
Assistant Superintendent of Recreation
Assistant Supervisor of Accounts
Building Inspector
Code Enforcement Officer/Zoning Officer
Code Enforcement Officer/Construction Officer/Zoning Officer
Comptroller
Comptroller/Purchasing Agent
Deputy Municipal Court Administrator
Director of Purchasing
General Public Works Superintendent
General Supervisor Traffic Maintenance
Housing Inspector
Marina Supervisor
Municipal Court Administrator
Payroll Supervisor/Supervising Personnel Clerk
Purchasing Agent
Recreation Center Director
Recreation Supervisor
Recycling Coordinator
Risk Manager/Housing Assistance Technician
Supervising Health Insurance Benefits Clerk
Supervising Mechanic
Supervisor of Water & Sewer Billing & Collection
Tax Assessor
Tax Collector/Tax Search Officer
Tourism Representative
Traffic Maintenance Supervisor
Superintendent of Recreation

Any new Middle Management title established during the life of the current contract shall be covered by said contract until such time that it is negotiated into the next contract. In the event that the following titles are removed from Senior Management, and the City's administrative code is changed accordingly, the City and the Middle Management Association agree to negotiate the salaries for these titles, which will revert to Middle Management:

Municipal Department Head
CFO
Superintendent of Recreation

ARTICLE 11
LEGAL REFERENCE

Section 1. Nothing contained herein shall be construed to deny or restrict any unit member such rights as he/she may have under any other applicable laws and regulations.

Section 2. Provisions of this agreement are subject to and subordinate to federal, state and local laws but nothing contained herein shall be deemed to subordinate this contract to local ordinances except such ordinances as are required to be adopted by federal or state law.

ARTICLE III
MODIFICATION

Section 1. This Agreement shall not be modified, altered or changed except by written agreement of the parties.

Section 2. This Agreement represents and incorporates the complete and final understanding and settlements by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party shall be required to negotiate with respect to any such matter, Whether or not covered 'by this Agreement. and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE IV
MANAGEMENT RIGHTS

Section 1. The City hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and the United States.

Section 2. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authorities under. N.J.S.A. 40:1 et seq., 40A:1 et, seq, N J-S.A 11:1 et. Seq. N.J:S.A. 11A et.seq., and any other national, state or county law or administrative code.

ARTICLE V
REDUCTION IN RANK AND JUST CAUSE PROVISION

Section 1. Employees shall not be reduced in rank or job classification without just cause as that term is defined under the New Jersey Civil Service statutes, administrative regulations, and case law.

Section 2. No permanent employee shall be dismissed and subsequently replaced by any employee subsidized by State or Federal funding.

Section 3. Seniority shall not be accumulated during a period of layoff. Upon recall, the appointed employee shall have his/her prior accumulated seniority reinstated.

Section 4. The City shall neither discipline nor discharge any unit member without just cause as that term is defined under the New Jersey Civil Service statutes, administrative regulations, and case law.

ARTICLE VI
ASSOCIATION RIGHTS

Section 1. During negotiations, the Association's representatives so authorized by the Association, not to exceed four (4), shall be excused from their normal duties for such period of negotiations as are reasonable and necessary. Normally, negotiations will be scheduled between 9:00 a.m. and 3:00 p.m., Monday through Friday.

ARTICLE VII
WORKING HOURS

Section 1. The normal work weeks consists of five days (5), starting Monday and ending Friday. This shall not be construed, and nothing in this Agreement shall be construed, as a guarantee or limitation of the number of hours worked per day.

Section 2. Management/Professional Employees recognize that time requirements for optimal job performance vary based on specific assignments, seasonal demands or other factors. Both parties endorse a policy of flexibility which allows Management/Professional Employees to adjust normal working hours as conditions require with the coordination of their immediate supervisor.

Section 3. Management/Professional Employees shall work a standard week equivalent to the maximum number of hours required by labor contract for employees supervised. This shall include all hours which enable the employee to complete the routine duties of his/her office and to perform special duties as assigned, attend Council meetings and other meetings as assigned, to work hours as required to complete critical work tasks or handle emergency conditions as they may arise. In the event that the aforementioned meetings, duties and assignments exceed the normal work week of employees supervised, work schedules will be adjusted accordingly to reflect equity.

ARTICLE VIII
HOLIDAYS/PERSONAL DAYS

Section 1. Employees shall receive all holidays celebrated by the City in accordance with the Holiday resolution. The City agrees that, during the life of this Agreement, it will not remove any holiday from the Holiday Schedule set forth in Section 4 of this Article.

Section 2. Any special holiday observed by the City, by Resolution of the Board of Commissioners, during the life of this Agreement, shall be given to the employees of the bargaining unit as a matter of right.

Section 3. Employees covered under this Agreement shall be given six (6) personal days, (effective the first day of this contract) to be used at their discretion. Employees shall provide 48 hours notice before taking a day under this section except in the case of an emergency.

Section 4. Each employee covered by this Agreement shall receive the following holidays with pay:

New Year's Day
Martin Luther King, Jr.
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
General Election Day (Nov.)
Thanksgiving Day
Day after Thanksgiving
Christmas Day

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 5. Upon written request, retirees shall receive descriptions of their health benefits annually.

ARTICLE XVIII
PROFESSIONAL LIABILITY INSURANCE

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

ARTICLE XIX
DUES CHECKOFF AND REPRESENTATION FEE

Section 1. Dues Checkoff

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

Section 2. Representation Fee

- a. If a full time management/professional employee does not become a member of the Association during any membership year which is covered in whole or part by this Agreement, said officer will be required to pay a Representation Fee of eighty-five (85%) percent to the Association for that membership year. The purpose of this fee will be' to offset the employee's per capita cost of service rendered by the Association as majority representative
- b. In order to adequately offset per capita cost of service rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members. Therefore, the representation fee may be set up to eight-five (85 %) percent of that amount as the maximum currently allowed by law. If the law is changed in this regard, the amount of representation fee will automatically be adjusted to the maximum allowed, with said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

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

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

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

Section 3. If a full-time management/professional employee who is required to pay a representation fee terminates his/her employment with the City before the Association has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership in question.

Section 4. The Association hereby agrees to indemnify, defend and hold harmless the City of Sea Isle City, New Jersey of any claim, suit or action of any nature whatsoever which may

be brought at law or in equity or before any administrative agency with regard, to or arising from the deduction from salaries of any management/professional employee for payment of dues or a Representation Fee under the provisions of this Article.

ARTICLE XX
SEPARABILITY AND SAVINGS

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

ARTICLE XXI

DURATION

This Agreement shall be in full force and effect as of January 1, 2010 and shall remain in effect to and including December 31, 2014. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing sixty (60) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement. Any Agreement so negotiated shall apply to all Management/Professional employees, be reduced to writing and be signed by the parties.

ARTICLE XXII

SALARY, WAGES, PENSION, NEW HIRES AND PROMOTIONS

Section 1.a. Salary & Wages: The City agrees that the wage rates for employees under this Agreement shall be increased during the term of this Agreement as follows:

January 1, 2010	4% + 2% (2% retroactive to 1/1/10) 2% one time payment or added to base or Combination of both as employee directs. For employees whose salary is more than 10% Above the established salary range, the 2% in 2010 shall be a one time payment.
January 1, 2011	2.9%
January 1, 2012	2.9%
January 1, 2013	2.9%
	Except as follows: For employees whose salary is more than 10% above the established salary range, the annual Increase for 2011 through 2014 shall be 1.5%
January 1, 2014	2.9%

Section 2. Pension: An employee shall retain all pension rights under the Public Employees Retirement System.

Section 3. New Hires: The Business Administrator has the right to negotiate the salary with a new employee of the Middle Management bargaining unit within the guidelines of the City's Salary Ordinance.

Section 4. Promotional Appointments : An employee may negotiate a salary increase of

a Middle Management Title of not less than Thirty Five Hundred (\$3,500) more than their current salary or not less than the minimum salary in the City's Salary Ordinance.

Section 5. This contract shall include salary ranges (attached) for all positions. Ranges shall change annually with the negotiated, across the board percentage amounts.

Section 6. All employees who are salaried will be paid bi-weekly. The annual salary indicated in a union contract or annual salary ordinance will be the basis for payroll period calculations to facilitate this, and the payroll department will calculate the number of hours employees are to work annually. The payroll department will then divide the annual salary by the annual number of contractual hours to determine the appropriate straight time hourly rate. All pay periods in any given year will be calculated by hours worked multiplied by the hourly rate. All hours worked in excess of regular straight time will be certified by the appropriate Department Head and paid in accordance with overtime rates established in a union contract or in an annual salary ordinance or otherwise consistent with Article VII-Working Hours and other provisions of this contract.

ARTICLE XXIII

LONGEVITY

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

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

ARTICLE XXIV
CERTIFICATION

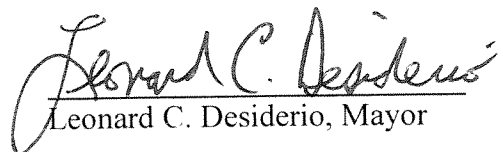
Certification: EMT Reimbursement: If an employee attends and completes an approved Emergency Medical Technician course, or an approved Fire and CPR course (approved by the Fire Chief), he/she shall be paid an additional Six Hundred Dollars (\$600) on the express condition that he/she presents proof of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

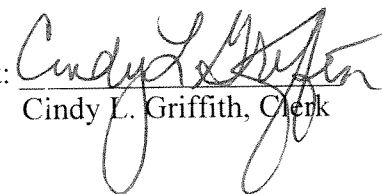
2010 Management/Professional Employee Salary Ranges

<u>Primary Working Title</u>	<u>Salary Range</u>
Assistant Comptroller	59,000 – 70,000
Assistant Public Works Director (Assistant Public Works Superintendent)	69,000 – 82,000
Assistant Purchasing Agent	53,000 – 64,000
Assistant Superintendent Recreation	53,000 – 64,000
Asst. Tax Collector/Principal Acct. Clerk	53,000 – 64,000
Construction Official/Zoning Officer	65,000 – 77,000
Court Administrator	71,000 – 85,000
Deputy Court Administrator/Viol. Clerk	53,000 – 64,000
Marina Supervisor/Fire Maint.	69,000 – 82,000
Personnel Director/ Payroll Supervisor (Personnel Clerk)	71,000 – 85,000
Project Manager (Assistant Public Works Superintendent)	69,000 – 82,000
Purchasing Agent	71,000 – 85,000
Supervisor of Accounts	59,000 – 70,000
Risk Manager	71,000 – 85,000
Tax Assessor	71,000 – 85,000
Tax Collector	71,000 – 85,000
Tourism Rep.	50,000 – 60,000

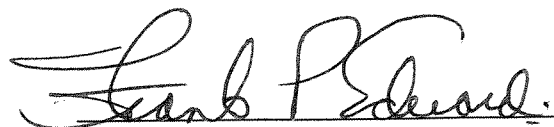
IN WITNESS WHEREOF, the
Parties have hereunto set their hand
and seals at the City of Sea Isle City
This 4th day of August, 2010


FOR THE CITY


Leonard C. Desiderio, Mayor

Attest: 
Cindy L. Griffith, Clerk

FOR THE ASSOCIATION


Frank Pedersen


Diane Neuman


Cheryl Kasta