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A TH
BETWEEN THE CITY OF SEA ISLE
OF AMERICA, AFL-CIO, ("CWA"), I
PUBLIC WORKS, WATER AND SEW
TERM OF JANUARY 1, 2

WHEREAS, the City of Sea Isle C
City of Sea Isle City and the Communicati
1036, Sea Isle City, Employees of Public W

WHEREAS, said Contract has bee
Isle City and the CWA Union; and

NOW, BE IT RE
City, County of Cape May, and State of Ne

1. The attached Contract by and be
Communications Workers of America, AF
Employees of Public Works, Water and Se

2. The Mayor and the Clerk are he
behalf of the City of Sea Isle City.

Recorded Vote:

Council	Yes	No	Abstain	Absent
Gibson				
Kehner				
Tighe				
Edwardi				
Feeley				

I HEREBY CERTIFY THAT the
Council of the City of Sea Isle City, New J
Tuesday, July 12, 2022.

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF SEA ISLE CITY
COMMUNICATION WORKERS OF AMERICA

and

EMPLOYEES OF PUBLIC WORKS, WATER AND SEWER DEPARTMENTS
BLUE COLLAR

Dated: January 1, 2022 through December 31, 2023

PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 2022 by and between the City of Sea Isle City in the County of Cape May, a municipal Corporation of the State of New Jersey, hereinafter called the "City" and the Communication Workers of America, AFL-CIO, the Employees, of Public Works Department and Water and Sewer Department, Blue Collar, including public safety police maintenance worker and recreation worker, hereinafter called the "Union" Witnesseth:

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

NOW THEREFORE, IT IS AGREED as follows:

ARTICLE I - UNION RECOGNITION

A. The City hereby recognizes the Union for the purpose of collective negotiations as the exclusive representative of all permanent full-time employees of the Water and Sewer and Public Works Departments, including Public Safety Police Maintenance Worker and Recreation Department Worker, of the City with respect to rates of pay, wages, hours of work and other working conditions.

B. References in this Agreement to "males" shall include "females" as well.

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 mandated negotiable by law except by an instrument in writing duly 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 - GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of employment.

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, applications or alleged violation of the terms and conditions of this Agreement or policies of the governing body 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 the said grievance shall be null and void.

E. Procedure:

Step One.

If no agreement can be reached orally within ten (10) working days of the initial discussion with his supervisor, the employee may present the grievance in writing within ten (10) working days to the Superintendent of the Public Works and Sewer and Water Department or his designated representative. 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 dissatisfaction with the determination and the remedy requested by the grievance. The Superintendent or his designated representative will answer the grievance in writing within ten (10) working days of receipt of the written grievance. Failure of the Superintendent to answer shall institute Step Two. The party filing the grievance shall forthwith transmit a copy of the grievance to the Business Administrator.

Step Two.

If the Union wishes to appeal the decision of the Superintendent, 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 grievance within fifteen (15) working days of the submission.

Step Three.

A. If the grievance is not settled through Steps 1 and 2, the Union shall have the right to request the appointment of any arbitrator pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Public Law 1975.

B. Costs for the services of the arbitrator shall be shared equally between the parties. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

C. The arbitrator shall decide those issues involved in the grievance and his recommendations shall be binding as to all parties.

D. 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.

ARTICLE IV - REDUCTION IN RANK

A. Employees shall not be reduced in rank or job classification without just cause.

B. No permanent employee shall be dismissed and subsequently replaced by any employee subsidized by State or Federal Funding.

C. Employees shall not be disciplined without just cause.

D. Seniority shall not be accumulated during the period of lay off. Upon recall, the appointed employee shall have his accumulated seniority to the date of lay off.

ARTICLE V - 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 (3) months. During said probationary period, employees shall be paid as qualified first year employees. For the purpose of seniority and longevity, the original date of hire should be used. During the probationary period the employee shall not be considered a member of the bargaining unit.

ARTICLE VI - COURT TIME

A. If an employee is required to appear in court or agency hearings on City related business on behalf of the City on his day off or time off, he shall be compensated as follows:

1. At the regular rate of pay with a minimum of two hours or,

2. 1 ½ times the regular rate of pay for time actually spent in Court or at the hearing or,

3. Compensatory time off at regular time.

ARTICLE VII - EMPLOYEE SAFETY

A. The City agrees to maintain a safe and healthy work environment The City shall repair or replace any unsafe vehicles immediately according to New Jersey Motor Vehicle Codes. Employees shall not be required to operate any unsafe vehicle, if the same is declared unsafe by the City mechanic, Safety Officer, Assistant Superintendent or Superintendent.

B. Each vehicle shall be equipped with all items necessary to promote employee safety including first aid kit, fire extinguisher, heaters and road flares. Air conditioning shall be equipped with and maintained for the life of the vehicle, on the City street sweeper and any new or used vehicles the City purchases. The heat and air conditioner will be repaired within thirty (30) days unless valid reasons exist that the Business Administrator has addressed.

C. 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 VIII - CLOTHING ALLOWANCE

A. Work uniforms shall consist of dark blue work pants or dark blue jeans.

B. Shirts shall be either light blue, dark navy blue or safety green. Mechanics have the option to wear black. Any shirts with outdated logo may be worn for the "life" of the shirt. All shirts shall have the approved "Sea Isle City" logo imprinted on the shirt. All Divisions shall have the option to add Department identification to the shirt, however all Divisions are interchangeable based on operational need. Approved work apparel is as follows: tees, baseball, golf, crew neck and oxford shirts, and hooded sweatshirts. The City shall provide silk screening.

C. Summer work uniforms may be worn as weather permits.

D. The City shall provide an annual clothing allowance in the amount of $1,050.00 for all members covered under this agreement, for new uniforms, clothing and shoe allowance, replacement and maintenance of such. Such payment shall be paid annually one-half (1/2) after the temporary City budget is passed and the remainder three (3) weeks after the final City budget is approved.

E. The City will replace prescription eyeglasses when such glasses are damaged in the course of duty, except in those instances when protective goggles should have been worn when the damage occurred. The City shall not be liable for normal wear and tear of prescription eyeglasses, nor for damage resulting from misuse or mishandling of prescription eyeglasses. The replacement of prescription eyeglasses shall require the approval of the Superintendent and the Business Administrator. The procedure for prescription eyeglass replacement is as follows:

   1. Employees shall furnish proof of purchase and proof of loss of the item;

   2. Subject to the monetary limitations contained herein, the City shall have the right to compensate the employee monetarily;

   3. In computing the value of an item, depreciation and wear and tear shall be included.

F. The City recognizes that from time to time it is necessary for employees to use personal tools, cell phones, and equipment on the job. In the event that said tools or equipment shall become lost or damaged while being used with the Superintendent's permission, the City shall reimburse the employee for loss or damages up to Two Hundred Fifty ($250) dollars. In the event of a cell phone loss or damage, employee shall submit a recent bill for proof and type of phone, and the City shall reimburse the employee for said bill in full.

   Vehicle/equipment mechanic's tools shall be covered at replacement cost. The City has the right to obtain an inventory of the tools and cost of same being utilized by the aforementioned mechanic. The City shall provide, at its cost, whatever tools are necessary.

ARTICLE IX - DURATION OF CONTRACT

A. This contract shall cover the period from January 1, 2022 until December 31, 2023. Both parties agree to commence negotiations for 2024 on or about October 1, 2023.

B. It is specifically agreed upon between the parties that these provisions shall be retroactive to January 1, 2022.

ARTICLE X - LEAVE

A. After completion of three (3) years employment, an employee may request a leave of absence without pay or benefits.

B. Leaves of absence, without pay or benefits, may be granted by the Department Head for good cause for up to one (1) year.

C. Military leave will be granted in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. & 4301 et seq., and applicable State law.

ARTICLE XI - 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 holidays currently observed.

B. Any special holiday observed by the City through resolution by the City Council, during the life of this Agreement, shall be given to the employees of the Bargaining Unit as a matter of right. In addition, members covered by this contract shall receive time granted off in the observance of any Federal, State, or Local Holiday, or proclamation by the City Council.

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

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Veteran's Day	Presidents' Day
Election Day (November)	Good Friday
Thanksgiving Day	Memorial Day
Day After Thanksgiving	Independence Day
Christmas Day	Juneteenth (3rd Friday in June)

D. Employees covered under this Agreement shall receive five (5) personal days to be used at their discretion with prior notice except in cases of emergency when no prior notice shall be necessary.

ARTICLE XII - VACATION

A. Every full-time permanent member of the Bargaining Unit shall receive vacation in accordance with the following schedule:

One (1) day each month for every month of employee's first year
After one (1) year and up to five (5) years completed - 12 days
After five (5) years and up to ten (10) years completed - 15 days
After ten (10) years and up to twenty (20) years completed —20 days
After twenty (20) years and up —25 days

No accumulation of vacation time is permitted except as specified below. Vacation time must be used in the year earned. However, if the work schedule does not permit the use of vacation in the year earned, then a twenty-four (24) month carry over will be allowed only with the Department Head's signed approval. Should the vacation time not be used by the end of any twenty-four (24) month extension period, then unused vacation time shall be cancelled without pay.

B. If an employee becomes sufficiently ill so as to require in-patient hospitalization while he is on vacation, he may charge such period of illness and post hospital recuperation against sick leave at this option.

C. For members of the Union, vacations shall be selected according to seniority.

D. Employees may split vacations. If an employee desires to split his or her vacation, his or her first choice shall be only on the basis of seniority.

E. Employees may request summer vacation if scheduling permits, but the final decision is up to the Business Administrator. Any such requests will not be arbitrarily denied.

F. An employee will receive vacation pay in the pay period immediately prior to scheduled vacation if so requested and on condition:

1. the employer makes such request thirty (30) days prior to payment to permit processing of the request; and

2. by making such request the employee understands that there will be no pay check in the pay period occurring upon his or her return from vacation.

G. When an employee dies having to his or her credit vacation leave, the employee's estate shall be paid for the vacation leave at the employee's rate of pay at the time of his or her death.

H. Effective calendar year 2023, employees shall be entitled to sell back up to five (5) days of accrued vacation leave time provided the employee has completed 15 years of service and holds a balance equal to one full year of accrued vacation leave. Employees must provide notice to Human Resources of their sell back request no later than October 1st of each year and payment shall be issued in the first pay of December.

ARTICLE XIII - SICK LEAVE

A. Sick leave shall continue to be accumulated at the rate of one (1) day per 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 shall pay each such employee an amount equal to fifty percent (50%) of all accrued and unused sick leave pay up to a maximum amount of Fifteen Thousand ($15,000) dollars.

C. Prior to going on terminal leave, all employees shall receive all accrued benefits.

D. Any salary increases, which are given to, the regular and temporary employees of the Association shall be also given to any member absent because of sick leave, but not terminal leave.

E. When illness prevents employees from attending work, they may use accumulated sick leave at full pay. Employees may also use sick leave when a serious illness in their immediate family requires their absence from work. The City may elect to verify the sickness.

F. Serious illness, for the purposes of the above section F, is defined as that which requires attendance of the employee upon a member of the immediate family.

G. Sick time shall be calculated on an hour for hour basis. Any employee who becomes ill while at work and goes home shall receive credit for only those hours worked.

ARTICLE XIV - WAGES

A. 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, 2022	2.3% increase to base
January 1, 2023	2.3% increase to base

B. 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 the annual salary ordinance.

C. The wage increase for 2022 shall be retroactive to January 1, 2022. In order to be eligible for retroactive pay under this Agreement, an employee must be on the payroll at the time of the execution of this Agreement.

D. Contract shall include salary ranges as attached. Ranges shall change annually with the negotiated, across the board percentage amounts. Effective January 1, 2022, the salary range for Sewer Repairer 1/Water Repairer 1 title shall be equalized with the Public Works Repairer title.

E. In the event an employee receives a promotion, the increase in salary shall not be less than 8% of the employee's base salary and shall not exceed 10% of the employee's base salary, not to exceed top of new range, but must bring into the bottom of the range.

F. All paychecks via direct deposit, commencing 90 days from execution of Contract.

G. 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 XV - LONGEVITY

A. All members prior to December 31, 1992 shall receive longevity according to the schedule below. Employees hired on January 1, 1993 and thereafter are not entitled to longevity.

YEARS OF SERVICE	PERCENT OF ANNUAL SALARY
After completion of 4th year to completion of 8th year	2%
From the beginning of the 9th year to the completion of the 12th year	4%
From the beginning of the 13th year to the completion of the 16th year	6%
From the beginning of the 17th year to the completion of the 21st year	8%
From the beginning of the 22nd year and on	10%

ARTICLE XVI - HOURS AND OVERTIME

A. The City reserves the right to establish the workweek so that it meets the needs in accordance with all Federal and State laws as applicable to n general the hours of operation are 7:00 a.m. to 10:00 p.m. and in season 5: pm. The hours of operation are subject to forty-eight (48) hour notice of hours, except in an emergency. The season commences the first day o weekend. The season ends as follows:

If October 1 falls on a Tuesday, Wednesday, Thursday or Frida the Monday before.

If October 1 falls on a Saturday, Sunday or Monday the season Monday.

B. Base salary shall be computed based on forty (40) hours.

C. Overtime shall be paid for all hours worked in excess of eight (8) hours i rate of time and one-half the employee's regular rate of pay. Employees wo per day four (4) days per week shall receive overtime for all hours in exc in one (1) day. During a state of emergency declared by the State, Coun inclement weather response employees will receive double time (2.0x) o worked after twelve (12) consecutive hours

D. In computing continuous overtime, any employee working 16 to 30 minu minutes overtime; 31 to 60 minutes shall be paid on hour overtime. In overtime, any employee working 1 to 30 minutes shall be paid for 30 min 60 minutes shall be paid for 1-hour overtime.

E. If any employee is scheduled or called to duty on his day off or he or she i shall be paid for at least four (4) hours worked at time and one-half his re compensated in time off so long as in accordance with the requirement Standards Act and on the express understanding that he will be subject to during such four (4) hour period. All employees shall be considered availabl prior notice is given to their respective Supervisors.

F. Overtime worked on any holiday shall be compensated at the rate of one the employee's regular rate of pay and the employee shall receive a compe employee can elect to accrue the day(s) or, on notice to the City, can re therefore at his regular rate of pay.

G. Employees scheduled or recalled to duty shall be guaranteed a minimum o time and one-half the employee's regular rate of pay, and if so called in assignment of work for the entire four (4) hours.

H. Overtime shall be given on a rotating basis accordi

I. For the purpose of assigning overtime to employ assignments for scheduled overtime will be made assignment. Members who are out sick the day the

J. A person on vacation may be eligible for schedule his eligibility to work prior to going out on vacatio

K. For the purpose of assigning overtime to employee is to be considered a Public Works duty first. After and Water lists are to be used.

L. For the purposes of assigning overtime to employ service rotation is considered to be a Sewer and W

M. Consecutive assignments must be in exact orde transferable.

N. Scheduled overtime is defined as any overtime, w of a job that has been in progress during the established in this Article shall be waived if the c been in progress during the normal workday.

O. An employee who has worked 16 consecutive hou period before returning to work. If this 8 hour rest p scheduled basic workday, the employee shall lose no

CITY: CWA:

ARTICLE XVII - RETIREMENT

A. Employees shall retain all pension rights under 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.

C. The City and Union agree to recognize and transfer service credit for City employees hired from the Board of Education and from the Borough of Stone Harbor prior to 12/31/2018.

ARTICLE XVIII - DUES CHECK OFF

A. The City agrees to deduct from the earnings of each employee Union member dues when said employee has properly authorized such deduction in writing. The City will 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 XIX - INSURANCE, HEALTH AND WELFARE

A. Employees agree to the following benefits: State Health Benefit Plan Direct Access 15 or Comparable Plan. The City also will supply each employee with the eyeglass plan and dental plan now in effect for the other employees. The current dental and vision plans shall remain as is for 2022 through 2023.

a. 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.

b. Effective upon entry into SHBP, 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.

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 remarries. 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. 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.

C. Employees retiring prior to twenty-five years of service may continue with the City insurance programs as permitted by law.

D. 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.

Employee shall have the ability to opt out of health insurance consistent with Federal and State Law and shall receive $5,000 or 25% of the health insurance premium, whichever is less.

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

ARTICLE XX - REIMBURSEMENT PROCEDURE

A. Refer to ARTICLE XIX

ARTICLE XXI - 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 $12 for breakfast, $15 for lunch, and $25 for dinner, and travel expenses at the prevailing IRS rate. The City will add One hundred dollars ($100) per year to the employee's base salary for each formal training course successfully completed by an employee.

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 licensees which are required to be held in accordance with federal, state, county or local law and that require the presence of 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. In lieu of the $1,000, employees holding the licenses below will receive pay adjustments effective January 1, 2019 as follows:

CPWM	$1,600
Pesticides	$1,000
Level 1 (C1, S1, T1, W1)	$1,350
Level 2 (C2, S2, T2, W2)	$1,600
Level 3 (S3, C#, T3, W3)	$2,000

An employee with multiple licenses will receive the highest stipend only.

ARTICLE XXII - NEGOTIATION OF A SUCCESSOR AGENT

A. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 303, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin no later than October 1, 2023. Any agreement negotiated shall be reduced to writing and shall be submitted for ratification by the Union and approved by the City. If ratified and approved, it shall be signed by the parties.

ARTICLE XXIII - SEPARABILITY AND SAVINGS

A. 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 all continue in full force and effect.

ARTICLE XXIV - NO RESTRICTION OF RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under the New Jersey or Federal labor laws, New Jersey Civil Service Commission regulations or any other applicable laws or regulations.

ARTICLE XXV - MISCELLANEOUS

A. Each employee shall have access to his or her personnel file at reasonable times and upon request and prior approval of the City Department Heads.

B. The City shall keep no other personal files that would not be available to employee access as it pertains to that particular employee.

C. All employees shall be made aware of any reports or charges made against him. He or she shall have the right to remain silent until he or she consults with an attorney or the Union.

D. All disciplinary action, including suspension, taken against any employee shall be done in accordance with the New Jersey Civil Service Commission Rules and Regulations.

An employee may be suspended without pay immediately and prior to a hearing where it is determined the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or that an immediate suspension is necessary to maintain safety, health, order, or effective direction of public services. An employee may also be suspended immediately when the employee is formally charged with a crime of the first, second, third degree, or a crime of the fourth degree on the job or related to the job.

Where the City seeks to immediately suspend an employee without pay, the employee must first receive the charges and general evidence in support of the charges and provided sufficient opportunity to review and respond to the Department Head either orally or in writing. The City will respond and make a determination on the immediate suspension without pay.

The City shall serve a Preliminary Notice of Disciplinary Action within five (5) days outlining the disciplinary charges. An appeal of the Preliminary Notice of Disciplinary Action shall include an appeal of the immediate suspension without pay.

E. Employees shall be entitled to engage in outside employment during off hours.

F. All employees shall be entitled to two (2) fifteen (15) minute coffee breaks and one half hour paid lunch for every eight (8) hour shift.

G. When it is necessary for an employee to use his or her personal vehicle for City business, the employee shall be compensated at that rate set for mileage by the Internal Revenue Service and said employee shall be insured by the City.

H. To provide advancement opportunities for employees within the Department, existing or planned job vacancies shall be posted prominently for seven (7) days in a designated area. 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 an employee interested in making application.

I. Employees shall perform any and all assigned tasks during periods of emergency in the municipality as declared by the Department Director or the Mayor.

J. During the term of this contract, the Union agrees not to institute any job action or strike. The City agrees during the term of this contract not to institute any lockouts.

K. The City will notify the Union subsequent to the decision to promote or change the title of any employee.

L. 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 the defense of a criminal or disorderly person.

M. Any improvements in benefits to other City employees shall be extended to this Contract. The improvements are only for benefits. They do not include any changes in wages but only non-monetary benefits.

N. If an employee attends an approved Emergency Medical Technician course, or completes a certified fire or CPR training course, he or she shall be paid an additional Six Hundred Dollars ($600) on the express condition that he or she presents proof of completion of the course and qualification. Employees who receive the stipend are required to respond to a minimum of ten (10) calls per year. The City further agrees to pay for the Recertification Fee of Emergency Medical Technician when required by law. The employee agrees not to allow certification to lapse for the year in which he or she is paid for.

The Emergency Medical Technician shall make himself or 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.

O. Commencing January 1, 2015, the City shall pay the renewal fee for any employee whose job requires a commercial driver's license (CDL). The City shall provide all necessary training or shall pay the costs of training required for CDL pursuant to federal Department of Transportation rules. Prior to expending any funds for training, the employee shall discuss this matter with his/her Supervisor and Department Head; and agree upon the training program to be undertaken. Any costs of physical examinations or background checks as needed for agreed upon CDL licenses or endorsements shall be paid by the City.

P. Annually on the first pay in December any employee obtaining or in possession of a commercial driver's license (CDL) shall receive $1,000, effective January 1, 2022.

Q. After one (1) year of obtaining a commercial drivers license (CDL), the employee shall be promoted to the "Truck Driver Title" or a Level 2 title with the according grade and pay scale.

R. The employee shall not be subject to any offensive language, nor shall he or she be threatened with transfer, dismissal, or other disciplinary punishment.

S. When in the event any employee (s) are prevented from traveling to or entering Sea Isle City by Local, State, or Federal authorities, acts of nature or terrorism, the employee (s) shall receive credit for working the entire eight (8) hours and shall lose no time thereby.

T. Recycling Coordinator position will receive additional compensation of $1,500 if assigned these duties by the City.

ARTICLE XXVI - 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 bereavement leave, a request 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, 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.

ARTICLE XXVII - RIGHTS OF UNION REPRESENTATIVES AND MEMBERS

A. The City agrees to grant time off to Stewards, and Stewards only, not to exceed four (4) days for the purpose of attending any actually scheduled regular or special meetings or conventions of the State and/or International Union; provided that said Steward provide the Department Head with fourteen (14) days notice of a regular meeting, and ninety-six (96) hours notice if a special meeting. In the event that a Steward is unable to attend the meeting and/or convention, or any part thereof, the application can be made to allow a duly authorized alternate steward to attend. Approval of said application shall not be unreasonably denied. Stewards, or alternatives when applicable, shall be granted the said times off for those days during which the meeting and/or convention is actually scheduled. In computing those days during which a meeting or convention is actually scheduled, the meeting and/or convention must be in session for at least four (4) hours between the period of 9:00 a.m. and 5:00 p.m. The steward or alternate where applicable, shall present certification from the Union that attendance was necessary and there was actual attendance. In no event may a steward and alternate obtain concurrent time off to attend any meeting or convention.

   Said Stewards and Alternates shall be permitted no more than an aggregate of five (5) days per year with pay for attendance at said meetings or conventions.

   Permission to attend said meetings or conventions shall be granted according to the manpower needs of the respective departments, and such permission shall not be unreasonably denied. In determining whether to grant said time off, the department head shall consider manpower, vacations in effect, employee (s) out on sick time, skills of the Stewards or Alternates and needs of the municipality.

B. During negotiations, authorized Union Representatives, not to exceed three (3), shall be excused from their normal duties for such purposes of negotiations as may be agreed upon by the parties. The parties agree that, whenever practicable, negotiations shall take place during those hours when the authorized Union Representatives are not working.

C. Access: 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 representatives of the affected employees.

   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:

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

   (2) 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.

(3) 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.

(4) 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.

(5) 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.

D. Information

(1) 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. The City will verify member contact and ID information upon reasonable request from the Union. 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.

E. Employer Neutrality

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

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

ARTICLE XXVIII - DRUG TESTING POLICY

A. It is mutually recognized that the City, as a public employer, has a zero tolerance policy for any employee being under the influence of drugs or alcohol at work.

B. All blue collar employees (both CDL and non-CDL) shall be required to submit to random drug/alcohol tests. Such testing shall be randomly administered, with a selection process that ensures all employees have an equal chance of being tested.

C. Procedure:

1. The City shall require its testing vendor to take split samples for all drug tests. If a sample tests positive, the paired sample shall be tested to confirm results.

2. An employee shall be provided the opportunity to explain any prescription medications to the testing company prior to reporting results to the City.

3. Testing shall be conducted with as much discretion as possible.

D. The following penalties shall be imposed for drug tests resulting in a positive for illegal or controlled substances:

1. First offense	Up to 30 days suspension without pay
2. Second Offense	Up to 90 days suspension without pay, plus last chance agreement
3. Third Offense	Removal

Any employee failing a drug test shall be required to provide a negative drug test by a provider, at the City's discretion, prior to returning to work. If the employee is a CDL licensed driver, he/she must comply with CDL protocols. Additionally, an employee are required to submit to increased random testing for a period of twelve (12) months upon his/her return to work.

It is understood by the parties that extenuating circumstances, such as damage to property, may result in a disciplinary penalty in excess of the above schedule.

Loss of CDL privileges due to drug testing by the City or loss of CDL license for any other reason shall result in loss of CDL stipend for the year and for each year thereafter until the CDL license is restored. Such loss and reinstatement shall be on a pro-rated basis.

E. Any employee who receives a positive test result will be immediately removed from work upon the City's receipt of that result.

ARTICLE XXIX - OUT OF TITLE WORK

A. An employee who works in a higher grade for a period of five (5) consecutive days shall be compensated, effective upon the commencement of the fifth (5th) day of work, at the higher rate of pay for the time worked.

B. Consecutive days shall be defined as any days worked in a higher grade or title.

C. During the duration of this contract any and all time off excluding vacation time off shall not be considered as a breaking of the consecutive day cycle.

D. Any increase in pay awarded as a result of this article shall be retroactive to the first day of the cycle including any Saturday, Sunday and any overtime.

ARTICLE XXX - 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 XXXI - 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 XXXII - 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 12th day of July, 2022

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:

Leonard C. Desiderio, Mayor — 7-21-2022 Date

ATTEST:

Shannon D. Romano, City Clerk

COMMUNICATIONS WORKERS OF AMERICA:

Adam Liebtag, Local President — June 29, 2022 Date

CWA National Representative — Date

BARGAINING COMMITTEE:

Dylan King — 7-13-2022 Date