CITY OF SEA ISLE CITY NEW JERSEY

RESOLUTION NO. 039 (2024)

RATIFYING THE ATTACHED MEMORANDUM OF AGREEMENT EXECUTED BETWEEN THE CITY OF SEA ISLE CITY AND THE FRATERNAL ORDER OF POLICE SERGEANTS BARGAINING UNIT LODGE #7 FOR THE TERM OF JANUARY 1, 2024 THROUGH DECEMBER 31, 2028 SUBJECT TO PRESENTATION AND ADOPTION OF A CONTRACT IN CONFORMANCE OF SAME

WHEREAS, the Council of the City of Sea Isle City is desirous of renewing its Contract between the City of Sea Isle City and the Fraternal Order of Police Sergeants bargaining Unit Lodge #7 (Union); and

WHEREAS, said Contract has been negotiated and agreed upon between the Union and the City of Sea Isle City; and

WHEREAS, the attached Memorandum of Agreement memorializes the agreed upon changes to the existing contract to be formalized in a contract in conformance with the Memorandum of Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Sea Isle City, County of Cape May, State of New Jersey, as follows:

The attached Memorandum of Agreement by and between the City of Sea Isle City and the Fraternal Order of Police Sergeants bargaining Unit Lodge #7 (Union) is hereby ratified, subject to presentation of formal contract containing the terms of same.

J.B. Feeley, Council President

Recorded Vote:

Council	Yes	No	Abstain	Absent	Moved	Second
Gibson	V					
Kehner	/					
Tighe	1					V
Edwardi	~					
Feeley						

I HEREBY CERTIFY THAT the foregoing Resolution was duly adopted by the City Council of the City of Sea Isle City, New Jersey, at the regular meeting of said Council held on Tuesday, February 13, 2024.

Shannon D. Romano, Municipal Clerk

FRATERNAL ORDER OF POLICE LABOR COUNCIL NEW JERSEY

108 W. State Street Trenton, NJ 08608 (609)599-3222



RECEIVED

Sean C. Lavin
Executive Director

CITY CLERK'S OFFICE CITY OF SEA ISLE CITY

Amy L. Frenzel Chairwoman of the Board

Memorandum of agreement with SEA ISLE CITY FOP LODGE #7 SERGEANTS and the CITY OF SEA ISLE CITY

Memorandum of Agreement between the City of Sea Isle City, New Jersey ("Employer") and the Sea Isle City Sergeants Association, Fraternal Order of Police - Lodge 7, affiliated with the Fraternal Order of Police - New Jersey Labor Council (collectively "FOP").

The terms and conditions enumerated below are agreed upon by both parties pending ratification by their respective bodies.

Any term or condition in the current collective negotiations agreement not listed and modified below will remain as is and will continue in full force and effect in the successor agreement.

<u>Article III</u> - page #4 -create new section "Any changes in the contract may only be made in writing and upon mutual agreement of both parties".

<u>Article IV Section 2</u> – page #5 – Strike language for 48-hour notice. Add language "visit shall be upon reasonable notice and at a reasonable time".

<u>Article V</u> – page #6 - Add language "Sea Isle City and the FOP agree to abide by the tenants of the Workplace Democracy Enhancement Act."

Article VI Section 4 page #7— Change language "When an employee retires according to the rules and regulations of the Police and Firemen's Retirement System, more specifically, under the terms of 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, and in addition cover his or her spouse until spouses death or remarriage. Additionally, the City shall cover the employee's dependent children until their twenty-sixth (26) birthday regardless of college. The above section will take place

provided the employee has twenty (20) years' service credit with the City of Sea Isle City, and twenty-five (25) years' service credit, as required under N.J.S.A 40A:10-23.

- **Section 6** - page #8 – Strike language "or remarriage".

<u>Article VIII Section 1</u> – page #10 – strike language "The Detective's workweek shall consist of 40 hours."

<u>Section 2 – page #10 – change value to eighty-four 84 hours.</u>

<u>Section 3</u> – page #10 – strike language "In addition the four (4) hours between eighty (80) and the eighty-four (84) work cycle shall be compensated at the overtime rate of pay if all eighty-four (84) hours are actually worked by the employee. If any type of leave of absence during that eighty-four (84) hour work cycle, the employee shall receive straight time pay for these four (4) hours.

<u>Section 7</u> – page #11 - change language to "All police personnel shall report to their assigned post without delay after being notified by the dispatcher or superior officer.

<u>Article IX Section 1</u> – page #14 – change language to "Employees are allowed to utilize nine (9) days of vacation between June 1st and 7am Tuesday after Labor Day exclusive to the established "Blackout periods".

<u>Section 2</u> – page #14 – strike the first sentence of paragraph.

<u>Section 2</u> – page #14 - change language as first sentence to "Vacation days shall be available for use from January 1 to December 31 of the year of accrual. Add language as end of paragraph "The transition from July allotment of vacation time to the January allotment of vacation time shall be as follows:

2023-2024 July 1, 2023, to June 20, 2024

July 1, 2024 to December 31, 2024 one half of a year's allotment.

January 1, 2025 to December 31, 2025 a full year allotment, and the same for each year thereafter.

- <u>Section 2</u> – pages #14&15 – change language – "If any vacation day is denied due to scheduling or sick leave prior to October 31, the employee must attempt to reschedule that vacation prior to November 30. If due to scheduling or illness that is impractical, then those vacation days shall be added to the following year's vacation."

Article XII Section 2 – page #20 – change language "In the event any without using his/her accumulated sick leave, his/her estate shall be c fifty per cent (50%) of the unused sick leave at the employee's regulated the time of death, up to a maximum of Fifteen Thousand Dollars (\$15 those officers who were hired as a Police Officer by the Sea Isle City 2010, in which their estate shall receive maximum allowed by law.

Article XIII - page #23 - change language

Prior Accepted and Amended Paragraphs - All Other Paragraphs To Remai

SECTION 1. The City shall provide the State Health Benefits Plan, I for each employee and the employee's family. for calendar year 2023. 2022 shall remain as previously contracted. However, the City reserve change health care providers so long as substantially the same benefit provided.

Any employee enrolled in the Direct 15 Plan and desirous of ren Direct 15 Plan shall have the option of remaining in that plan and sha responsible to pay the Chapter 78 contributions and any cost differen between remaining on the Direct 15 Plan and switching over to the D Plan.

Medical and prescription health benefits to be provided throug Benefits Plan, Direct 2030, through the end of calendar year 2023 and drug card plan as provided with Direct 2030. Dental and vision covera current.

In addition, the City shall provide each employee enrolled in the Plan or lower cost premium plan offered under the State Health through the City with a Health Reimbursement Arrangement (HRA). The accessible to the employee via the City providing to each employee The City shall provide benefits on the HRA Card to a maximum of a for single coverage and a maximum of \$2,000.00\$\frac{\$2,400}{2,400}\$ for family year with no accumulation of unused benefits.

The HRA Card shall not be permitted to be used for over the condrugs/medication. The HRA Card shall be permitted to be used I employee and covered family members for covered:

.

<u>Ar</u>

<u>Ar</u>

Ar inv

<u>Ar</u>

Arı reii Co

Arı be

Art gov

p () p

n c e

p

Ι

<u>/</u> a o

A

FRATERNAL ORDER OF POLICE, LODGE NO. 7

BY: Jed. Shamm-fresniewel. #49 Set. Shawn Lesnewski, President

DSG Witness Witness

Dated 02/06/24

CITY OF SEA ISLE CITY

BY:____

George Savastano, City Administrator

Witness

Dated 2/14/24