

**CITY OF SEA ISLE CITY
NEW JERSEY**

RESOLUTION NO. 040 (2024)

**RATIFYING THE ATTACHED MEMORANDUM OF AGREEMENT
EXECUTED BETWEEN THE CITY OF SEA ISLE CITY AND THE
FRATERNAL ORDER OF POLICE SUPERIOR OFFICERS 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**

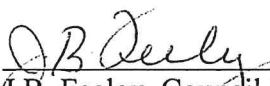
WHEREAS, the Council of the City of Sea Isle City is desirous of renewing its Contract between the City of Sea Isle City and the Fraternal Order of Police Superior Officers bargaining Unit Lodge #7 (Union); and

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:

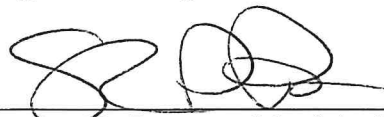
The attached Memorandum of Agreement by and between the City of Sea Isle City and the Fraternal Order of Police Superior Officers bargaining Unit Lodge #7 (Union) is hereby ratified, subject to presentation of formal contract containing the terms of same.


L.B. Feeley, Council President

Recorded Vote:

Council	Yes	No	Abstain	Absent	Moved	Second
Gibson	✓					
Kehner	✓				✓	
Tighe	✓					✓
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



Sean C. Lavin
Executive Director

Amy L. Frenzel
Chairwoman of the Board

Memorandum of agreement with SEA ISLE CITY FOP LODGE #7 SUPERIOR OFFICERS ASSOCIATION and the CITY OF SEA ISLE CITY

Article III - page #4 -create new section “Any changes in the contract may only be made in writing and upon mutual agreement of both parties”.

Article IV Section 2 – page #5 – Strike language for 48-hour notice. Add language “visit shall be upon reasonable notice and at a reasonable time”.

Article V – 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”.

Article VIII Section 3 – page #10 – Change language “Overtime shall be paid for all hours worked in excess of eight (8) hours in any one day and/or for hours worked on an employee’s scheduled day off at the rate of time and one-half of the employee’s regular rate of pay. **In lieu of cash payment, an employee may opt to receive compensatory time off on a time and one-half (1 1/2) basis, Such time may be taken only when scheduled by the Chief in order not to interfere with departmental operations.”**

Article IX Section 2 – page #13 – strike the first and last sentence.

Section 2 – page #13 - 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 30, 2024

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

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

- **Section 2** – pages #13&14 – 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 needs, such as the need for administrative personnel presence, makes rescheduling impractical, members of this bargaining unit shall be able to sell back 40 hours of unused vacation time**”

- **Section 2** – page 13 strike “forfeit” language.

- **Add Section** – **employees shall be allowed to utilize their vacation time in intervals of two (2) hours.**

Article XII Section 2 – page #17 – change language “In the event any employee dies without using his/her accumulated sick leave, his/her estate shall be compensated for all of the unused sick leave at the employee’s regular rate of pay at the time of death, up to a maximum of Fifteen Thousand Dollars (\$15,000.00) **except those officers who were hired as a Police Officer by the Sea Isle City before May 2010, in which their estate shall receive maximum allowed by law.**

Article XIII - page #19 – change language

Prior Accepted and Amended Paragraphs – All Other Paragraphs To Remain In Full Force

SECTION 1. The City shall provide the State Health Benefits Plan, Direct 2030 for each employee and the employee’s family. ~~for calendar year 2023. The year 2022 shall remain as previously contracted.~~ However, the City reserves the right to change health care providers so long as substantially the same benefits are provided.

Any employee enrolled in the Direct 15 Plan and desirous of remaining in the Direct 15 Plan shall have the option of remaining in that plan and shall be responsible to pay the Chapter 78 contributions and any cost difference to the City between remaining on the Direct 15 Plan and switching over to the Direct 2030 Plan.

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

In addition, the City shall provide each employee enrolled in the Direct 2030 Plan or lower cost premium plan offered under the State Health Benefits Plan through the City with a Health Reimbursement Arrangement (HRA). The HRA shall be accessible to the employee via the City providing to each employee an HRA card. The City shall provide benefits on the HRA Card to a maximum of ~~\$800.00~~ \$1,000 for single coverage and a maximum of ~~\$2,000.00~~ \$2,400 for family coverage per year with no accumulation of unused benefits.

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

- medical expenses
- co-pays
- co-insurance
- deductibles
- prescriptions
- vision
- dental

The HRA Card shall be provided by the City for as long as the City provides Direct 2030 coverage in the annual amount as specified above or until otherwise negotiated by the Parties.

Article XV Section 5 – page #24 — strike section.

Article XV Section 8 – page #25 – strike language on requirement for watercooler.

Article XVIII – paragraph (a) – page #29 – strike language “by the individual involved” and strike “with a copy to the City Administrator”.

Article XXI – page #33 – salary schedule shall reflect the following:

YEAR	2024	2025	2026	2027	2028
Lieutenant	\$137,329.91	\$142,136.46	\$147,111.24	\$152,260.13	\$157,589.23
Captain	\$155,164.13	\$160,594.87	\$166,215.69	\$172,033.24	\$178,054.40

Article XXIV – Section 3 – page #37 – add language “The City exposure for reimbursement pursuant to this paragraph shall be capped at \$10,000.00 per year. Courses shall be approved on a first come first served rotating basis.”

Article XXX – page #50 Change language to “The City agrees to incorporate prior governmental employment into employment time with the City of Sea Isle City to the following officers:

James McQuillen

The City further agrees that the above determination length of employment shall not in any way effect the applicable civil service positions and state statutes, nor be computed for purposes of time under any collective bargaining agreements establishing seniority.”

New Article – Off-Duty Compensation – A. The hourly rate for employees working “Off-Duty Police Assignments” shall be \$70.00 an hour.

B. The party contracting this service shall make a request through the procedures established by the Chief of Police and his/her Administrative Staff. Officers shall receive payment for work during the next payroll processing cycle. The City shall be entitled to set a reasonable fee for its administration of the program.

C. A system to promote timely notification and broad distribution of Off-Duty assignments shall be maintained by the Chief of Police.


D. The City acknowledges that at present there is an off-duty compensation program and specifically reserves the right on whether to continue the program.


New Article – The City of Sea Isle shall pay the cost FOP Lodge #7, Superior Officers Association members, on an annual basis for any fee paid toward the initial payment and subsequent renewal of the officer's police license to be issued by the State of New Jersey.

Article XXXI – page #51 – change dates to January 1, 2024 and December 31, 2028.


FRATERNAL ORDER OF POLICE,
LODGE NO. 7

CITY OF SEA ISLE CITY

BY: 
FOP LODGE #7 Representative

BY: 
George Savastano, City Administrator


Witness


Witness

Dated 2/5/24

Dated 2/14/24