

**AGREEMENT**  
**BY AND BETWEEN**

**CITY OF MARGATE CITY**

**AND**

**MARGATE COMMUNICATIONS OPERATORS**

**JANUARY 1, 2016 through DECEMBER 31, 2018**

## **TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>		<b><u>PAGE</u></b>
	AGREEMENT	1
	PURPOSE	2
<b>I</b>	RECOGNITION	3
<b>II</b>	GRIEVANCE PROCEDURE	4
<b>III</b>	NON-DISCRIMINATION	8
<b>IV</b>	BULLETIN BOARD	9
<b>V</b>	MANAGEMENT RIGHTS	10
<b>VI</b>	STRIKES	12
<b>VII</b>	HOLIDAYS	13
<b>VIII</b>	VACATIONS	15
<b>IX</b>	SICK LEAVE	18
<b>X</b>	FUNERAL LEAVE	20
<b>XI</b>	INJURY LEAVE	21
<b>XII</b>	LIMITATIONS ON LEAVE	22
<b>XIII</b>	RETIREMENT	23
<b>XIV</b>	SALARIES	24
<b>XV</b>	OVERTIME	26
<b>XVI</b>	LONGEVITY	27
<b>XVII</b>	CLOTHING ALLOWANCE	29
<b>XVIII</b>	HOSPITALIZATION INSURANCE	30
<b>XIX</b>	EMPLOYEES RIGHTS AND PRIVILEGES	34
<b>XX</b>	SAVING CLAUSE	35
<b>XXI</b>	FULLY-BARGAINED AGREEMENT	36
<b>XXII</b>	LABOR MANAGEMENT COMMITTEE	37
<b>XXIII</b>	DURATION OF AGREEMENT	38

## **AGREEMENT**

This Agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Margate City, in the County of Atlantic, a municipal corporation of the State of New Jersey, hereinafter referred to as the “City” and the Margate City Communications Operators, hereinafter referred to as the Communications Operators, represents the complete and final understanding on all bargainable issues between the City and the Communications Operators.

## **PURPOSE**

This agreement is entered into pursuant to the provisions of Chapter 123, Laws of 1974 (N.J.S.A. 34:13A-5.1 et.seq.) of the State of New Jersey to promote and ensure the harmonious relations, cooperation and understanding between the City and the employees; to prescribe the rights and duties of the City and the employees; to provide for the resolution of legitimate grievances, all in order that the public services shall be expedited and effectuated in the best interest of the people of the City of Margate City.

**ARTICLE 1**  
**RECOGNITION**

- A. The City hereby recognized the Communications Operators as the sole and exclusive negotiating agent and representative for all full-time Communications Operators employed in the City of Margate City.

**ARTICLE II**  
**GRIEVANCE PROCEDURE**

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under the conditions of this Agreement.
- 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. (1) With regard to employees, the term “grievance” as used herein means an appeal by an individual employee or their representative on behalf of an individual employee or group of employees, from interpretation, application or violation of policies, agreements and administrative decisions affecting them.
- With regard to the City, the term “grievance” as used herein means a complaint or controversy arising over the interpretation, application or alleged violations of the terms and conditions of this agreement.
- (2) With respect to employee grievances, no grievance may proceed beyond STEP TWO herein unless it constitutes a controversy arising over interpretation, application or alleged violation of the terms and conditions of this agreement or administrative regulations relating thereto. Disputes concerning terms and conditions of employment controlled by statute incorporated by reference in this agreement, either expressly or by operation of law, shall not be processed beyond STEP TWO herein.

- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE: The aggrieved or their representative shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred or knowledge thereof. Then an earnest effort shall be made to settle the differences between the aggrieved and the Chief of Police or representative designated by him/her for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within seven (7) calendar days of the initial discussion with the Chief of Police the employee or their representative may present the grievance in writing within seven (7) days thereafter to the Commissioner of Public Safety or his/her designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the grievant. The Commissioner of Public Safety or his/her designated representative will answer the grievance, in writing, within ten (10) calendar days of receipt of the written grievance or schedule a hearing or both.

STEP THREE: If the grievance is not settled through Steps One and Two, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the City and the grievant. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

- E.     (1)     The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.
- (2)     The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and may be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
- F.     Upon prior notice to and authorization of the Director of Public Safety, the designated representative shall be permitted as members of the Grievance Committee to confer with employees of the City on specific grievances in accordance with the grievances set forth herein, during work hours of the employee, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the City of Margate City Police Department or require the recall of off-duty employee.



- G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last proceeding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.
- H. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Director of Public Safety on the grievance. In the event the grievant pursues his/her remedies through Civil Service, the arbitrator hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the city or the Communications Operators, whichever is responsible for the costs incurred.

### **ARTICLE III**

#### **NON – DISCRIMINATION**

- A. The City and representatives agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.
  
- B. The City and representatives agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join or assist any employee organization or to refrain from any such activity. There shall be no discrimination by the City or representative against any employee because of the employee's membership or non-membership in an association of Communication Operators.

**ARTICLE IV**

**BULLETIN BOARD**

- A. The employees shall have the use of the bulletin board located in the police department headquarters for the posting of notices relating to meetings and official business of the Communications Operators only.
- B. Only material authorized by the signature of the representative of the Communications Operators shall be permitted to be posted on said bulletin board. Any unauthorized material may be removed by the Chief of Police.

## **ARTICLE V**

### **MANAGEMENT RIGHTS**

- A. The City hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities inferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitutions of the state of New Jersey and of the United States, including, but not limited to the generality of the foregoing, the following rights:
1. The executive management and administrative control of the city government, its properties and facilities, and the activities of its employees by utilizing personnel, methods and means of the most appropriate and effective manner possible as may from time to time be determined by the City.
  2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time.
  3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of Department after advance notice thereof to the employees to require compliance by the employees is recognized.
  4. To hire all employees and, subject to the provisions of law, to promote and transfer employees.
  5. To suspend, demote, discharge or take any other appropriate action against any employee for good and just cause, according to the law.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be in conformance with the Laws and Constitutions of the State of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

## **ARTICLE VI**

### **STRIKES**

- A. The employees assure and pledge to the City that their goals and purposes are such as to permit no strikes by employees, no work stoppages, slow-downs or any other such method which would interfere with the services to the public or violation of the Laws and Constitution of the State of New Jersey.
- B. The employees will not permit such activities nor advocate or encourage other employees to initiate the same.
- C. The employees will not support anyone acting contrary to this Article.

## **ARTICLE VII**

### **HOLIDAYS**

- A. All employees covered by the Agreement shall receive the following fourteen (14) holidays:

New Year's Day

Martin Luther King Day

Lincoln's Birthday

President's Day (Third Monday in February)

Good Friday

Easter Sunday

Memorial Day

July 4<sup>th</sup>

Columbus Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday following Thanksgiving Day

Christmas Day

- B. Employees covered by this agreement shall be granted fourteen (14) days off with pay as holidays, to be used in the same manner as vacation days. An employee at his/her option may be paid for up to five (5) of the holidays actually worked in lieu of vacation time. The payment for holidays worked shall be computed at straight time daily rate of pay paid including longevity.

C. There shall be five (6) premium holidays as follows:

New Year's Day (January 1)

Memorial Day

Fourth of July (July 4)

Labor Day

Thanksgiving Day

Christmas Day

Employees who work on these premium holidays shall be compensated at one and one-half (1 ½ ) times the employee's hourly rate of pay for all hours worked on the holiday.

D. The effect of the Article is to give all employees, in addition to two (2) days off each week of each year and in addition to their regular vacation time, an additional fourteen (14) days off per year.

E. All employees covered by this agreement shall receive Three (3) personal days per year during the period of this Contract. Personal days may be taken in half (1/2) day increments, but may not be taken to create a personnel shortage, as to create over-time. Personal days shall not be carried to the next calendar year, without the authorization of the Chief of Police.



**ARTICLE VIII**  
**VACATIONS**

- A. For all employees hired before January 1, 2013, the following vacation schedule shall be in effect:
1. An employee in his/her first year of service shall be entitled to one (1) working day's vacation for each month of service up to and including December of his/her initial year. Thereafter, he/she shall be entitled to a full paid vacation. Vacations shall be assigned according to policy.
  2. Thereafter, all employees shall be entitled to sixteen (16) actual working days paid vacation through nine years of service.
  3. All employees with ten (10) or more years of service shall be entitled to twenty-one (21) actual working days paid vacation.
  4. All employees with fifteen (15) or more years of service shall be entitled to twenty-four (24) actual working days paid vacation.
  5. The Senior Communications Operator shall be entitled to twenty-three (23) actual working days paid vacation. A Senior Communications Operator with fifteen (15) or more years of service shall be entitled to twenty-six (26) actual working days paid vacation.
- B. For all employees hired on or after January 1, 2013 the following vacation schedule shall be in effect:
1. An employee in his/her first year of service shall be entitled to one (1) working day's vacation for each month of service up to and including December of his/her initial year. Thereafter, he/she shall be entitled to a full paid vacation. Vacations shall be assigned according to policy.

2. Beginning the Second (2) year through the Fourth (4) year of continuous service the employees shall be entitled to Twelve (12) working days paid vacation.
  3. Beginning the Fifth (5) year through the Seventh (7) years of continuous service the employees shall be entitled to Fifteen (15) working days paid vacation.
  4. Beginning the Eighth (8) year through the Tenth (10 ) year of continuous service the employees shall be entitled to Eighteen (18) working days paid vacation.
  5. Beginning the Eleventh (11) year through the Fourteenth (14) year of continuous service the employees shall be entitled to Twenty One (21) working days paid vacation.
  6. Beginning the Fifteenth year of continuous service the employees shall be entitled to Twenty Four (24) working days paid vacation.
  7. The Senior Communications Operator shall be entitled to twenty-three (23) actual working day's paid vacation. A Senior Communications Operator with fifteen (15) or more years of service shall be entitled to twenty-six (26) actual working days paid vacation.
- C. It is the intent of this Article to assure personnel covered by the Agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled off that fall during vacation period shall not be compute as part of the vacation days.
- D. After the first year of service, all vacation days will accumulate on the first day of January for the ensuing year.

- E. If an employee is permitted to but does not use his/her vacation time (including the fourteen (14) days granted as compensation time for holidays described in Article VII) during the year in which earned, he/she will lose the days not used. If, however, an employee is not permitted to use his/her vacation time (including the fourteen (14) days granted as compensation time for holidays as described in Article VII) during the year in which they are earned, he/she shall then be paid for each of such days of unused time. The pay for such unused days shall be computed at the straight time daily rate of pay, including longevity, based upon a five (5) day workweek, fifty-two (52) weeks a year.
- F. It is each employee's responsibility to see that his/her vacation is planned well in advance of the year-end so there will be no unused days.
- G. In order for an employee to qualify to be paid for unused vacation days, the following procedure must be followed:
1. The schedule is to be posted and employees (in order of seniority) will mark off vacation days planned for the current year. This procedure is to be completed before January 31<sup>st</sup> of each year.
  2. If the days selected are unsatisfactory, in the determination of the supervisor, then the supervisor shall give the employee alternate days, which days must be accepted by the employee.
  3. If the supervisor cannot give the employee alternate days, he/she is to notify the employee who must then write a memorandum to the City notifying the City of the employee's intent to claim to be paid for such unused vacation days. This memorandum must be received by the City prior to November 1<sup>st</sup> of each year.
  4. If steps 1, 2, and 3 are complied with and the employee does not in fact use his/her days earned and so rejected during each year, he/she shall be paid for same during January of the following year.

## **ARTICLE IX**

### **SICK LEAVE**

- A. Sick leave is hereby defined to mean absence from post of duty by an employee because of illness, exposure to contagious disease, or attendance upon a member of the immediate family who is seriously ill and requires the care or attendance of such employee.
- B. Any employee who shall be absent from work for three (3) or more consecutive working days due to illness, leave and attendance of a member of the employee's immediate family, shall be required to submit acceptable medical evidence substantiating the illness.
- C. In case of sick leave due to exposure to a contagious disease, a certificate from the family doctor shall be required.
- D. Sick leave shall accrue for the regular full-time employees at the rate of one (1) per month during the first fiscal year of employment and thereafter each December 31<sup>st</sup> commencing the following calendar year fifteen (15) working days in every calendar year of employment, which shall accumulate from year to year.
- E. If an employee is absent from work for reasons that entitle him to sick leave, the Chief of Police or his representative shall be notified as early as possible, but no later than two (2) hours prior to the start of the scheduled work shift for which he/she is absent, except in the case of emergency.

F. Annual Sell Back

Effective in 2017 and 2018, an employee having seventy-five (75) or more accumulated sick days at the end of a calendar year shall be allowed to sell back up to five (5) days at the end of each calendar year as long as he/she maintains at least seventy-five (75) sick days accumulation after such sell back. Such payment shall be computed at an employee's daily straight time rate of pay including longevity. Notice of such intent shall be provided to the City no later than December 30 of each year and payment by the City shall be made no later than January 31 of the immediate succeeding year. This provision shall "sunset" as of December 31, 2018 and shall not be carried forward into the successor agreement unless agreed upon by the parties in their negotiations for a successor agreement.

**ARTICLE X**  
**FUNERAL LEAVE**

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay, from the day of death up to and including the day of the funeral, but in no event to exceed three (3) working days.
- B. The term "immediate family" shall include only father, mother, father-in-law, mother-in-law, grandparents, grandchildren, aunts, uncles, sisters, brothers, spouse, children and foster children of the employee residing in his household.
- C. In the event of a death of an Aunt, Uncle, Niece or Nephew of the employee or employee's spouse, bereavement leave shall be granted for the day of the funeral.
- D. Funeral leave may be extended beyond the three (3) working day period at the sole discretion of the Director of Public Safety or his/her designated representative.
- E. The above shall not constitute sick leave and shall not be deducted from the employee's annual sick leave.

**ARTICLE XI**

**INJURY LEAVE**

- A. Injury leave shall be granted with full pay to employees disabled through injury or illness as a result of, or arising from and in the course of their respective employment.
- B. Any amount of salary or wages paid or payable to employees because of leave granted pursuant to Section A above shall be reduced by amount of Workmen's Compensation awarded under Chapter 15 of Title 34 of the revised statutes made for disability because of the same injury or illness requiring such leave. It is the intention of the City to supplement any temporary disability payments made under Workmen's Compensation to employees so that said employees receive their full salary or wage. Upon the cessation of payment of temporary disability by the carrier to the employees, the City supplemental payments will also cease and the employee will be expected to return to work.

## **ARTICLE XII**

### **LIMITATIONS OF LEAVE**

- A. No leave of absence or combination of absences for any cause whatsoever, including sick leave, injury leave, funeral leaves, etc., shall exceed one (1) year. In the case of continuous absence from duty of any employee for any cause whatsoever, of more than one (1) year duration, such employee so absent shall be automatically retired from the Department on the first anniversary from the date such absence began.



## **ARTICLE XIII**

### **RETIREMENT**

- A. Upon an employee's retirement, death or honorable termination of employment after having served at least five (5) years, said Employee shall be compensated for his/her first 100 accumulated sick days at his/her rate of pay for the year immediately preceding said termination. In the event an employee has accumulated more than 100 sick days, he/she shall receive two (2) full days for each three (3) days of accumulated sick leave with a maximum of two hundred (200) days credit. No compensation will be paid for accumulated sick leave over 200 days.
- B. The accumulated sick leave pay shall be computed at his/her daily rate for the year immediately preceding, including longevity. The daily rate of pay shall be computed by dividing the base salary plus longevity by two hundred sixty (260).
- C. Other yearly benefits upon retirement, death, resignation or honorable termination after the fifth year of employment shall be paid on a pro-rata basis upon the number of months this employee has worked during that calendar year. If an employee terminates his/her employment and is not in good standing in accordance with Civil Service regulations, then no benefits will be paid.
- D. All Civil Service requirements pursuant to 4:1-16-12 shall be complied with.

**ARTICLE XIV**

**SALARIES**

The annual base salary for Communications Officers who were hired prior to January 1, 2016 shall be as follows:

A. All salaries shall be increased as follows:

Effective January 1, 2016      3%

Effective January 1, 2017      2%

Effective January 1, 2018      2%

	<b>Effective 1-1-2016 through 12-31-2016</b>	<b>Effective 1-1-2017 through 12-31-2017</b>	<b>Effective 1-1-2018 through 12-31-2018</b>
Telecommunicator	\$67,290.93	\$68,636.75	\$70,009.48
Senior/Supervising Telecommunicator	\$72,676.80	\$74,103.34	\$75,612.94

- B. The annual base salary for Communications Officers who were hired on or after January 1, 2016 shall be as follows:

	<b>Effective 1-1-2016 through 12-31-2016</b>	<b>Effective 1-1-2017 through 12-31-2017</b>	<b>Effective 1-1-2018 through 12-31-2018</b>
First Year Telecommunicator	\$33,372.	\$33,372.	\$33,372.
Second Year Telecommunicator	\$36,372.	\$36,372.	\$36,372.
Third Year Telecommunicator	\$39,372.	\$39,372.	\$39,372.
Forth Year Telecommunicator	\$42,372.	\$42,372.	\$42,372.
Fifth Year Telecommunicator	\$45,372.	\$45,372.	\$45,372.
Sixth Year Telecommunicator	\$48,372.	\$48,372.	\$48,372.
Seventh Year Telecommunicator	\$51,372.	\$51,372.	\$51,372.
Eight Year Telecommunicator	\$54,372.	\$54,372.	\$54,372.
Ninth Year Telecommunicator	\$57,372.	\$57,372.	\$57,372.
Tenth Year Telecommunicator	\$60,372.	\$60,372.	\$60,372.
Senior/Supervising Telecommunicator	\$65,202.	\$66,832.	\$68,503.

- C. Salaries shall be paid bi-weekly and shall include base salary and shall represent base figure for all calculations concerning hourly rate, pension, longevity, overtime, etc.
- D. Base salary is the annual pay based on a forty (40) hour week and a fifty-two (52) week year.
- E. The workday shall consist of eight (8) consecutive hours of work and overtime when required.

## **ARTICLE XV**

### **OVERTIME**

- A. Overtime shall consist of all hours worked in excess of (8) hours in a day or forty (40) hours a week.
- B. All employees covered by the Agreement shall, in addition to their basic salary, be paid one and one-half (1 ½) times their straight time hourly rate of pay, including longevity in accordance with their services for all overtime hours worked. All overtime payments shall be paid no later than on the pay day for the pay period which immediately follows the pay period in which the overtime occurs, or they shall receive compensation equal in value to an overtime payment.
- C. If an employee is recalled to duty, he/she shall receive a minimum of two (2) hours compensation at the overtime rate, provided said recall is not contiguous with the employee's normal shift.
- D. If an employee receives a standby subpoena for any court, other than Municipal or Local Traffic Court, said employee shall be guaranteed a minimum of two (2) hours compensation at the overtime rate. In the event an employee receives a standby subpoena for a Municipal or Local Traffic Court, said employee shall be guaranteed a minimum of one (1) hour compensation at the overtime rate.
- E. In the event that a state of emergency is declared, the employees who have to report to work will be paid overtime at time and a half according to their rate of pay, as long as said employee meets the established overtime pay policy of the City.

**ARTICLE XVI**

**LONGEVITY**

- A. Each employee hired prior to January 1, 2013 shall be paid in addition to and together with his/her annual base salary, additional compensation based upon the length of his/her service to the City of Margate City as fixed and determined by the following schedule:

<u>Years of Service</u>	<u>Longevity Payment</u>
5 Years	2.5 %
10 Years	4.5 %
15 Years	6.5 %
20 Years	8.5 %
25 Years or More	10.5 %

- B. Each employee hired on or after January 1, 2013 shall be paid in addition to and together with his/her annual base salary, additional compensation based upon the length of his/her service to the City of Margate City as fixed and determined by the following schedule:

- At the completion of Ten (10) Years an additional \$1,000.00
- At the completion of Eleven (11) Years an additional \$1,100.00
- At the completion of Twelve (12) Years an additional \$1,200.00
- At the completion of Thirteen (13) Years an additional \$1,300.00
- At the completion of Fourteen (14) Years an additional \$1,400.00
- At the completion of Fifteen (15 ) Years an additional \$1,500.00
- At the completion of Sixteen (16) Years an additional \$1,600.00
- At the completion of Seventeen (17) Years an additional \$1,700.00
- At the completion of Eighteen (18) Years an additional \$1,800.00
- At the completion of Nineteen (19) Years an additional \$1,900.00
- At the completion of Twenty (20) Years an additional \$2,000.00

- At the completion of Twenty One (21) Years an additional \$2,100.00
- At the completion of Twenty Two (22) Years an additional \$2,200.00
- At the completion of Twenty Three (23) Years an additional \$2,300.00
- At the completion of Twenty Four (24) Years an additional \$2,400.00
- At the completion of Twenty Five (25) Years an additional \$2,500.00

C. The aforementioned additional salary or compensation shall be paid in equal bi-weekly installments at the same time as the base pay. In computing overtime pay and vacation pay and other pay rates set forth in the Agreement, the basic pay of all employees shall include his/her base pay plus longevity.

D. In computing longevity, an employee's length of service will be figured from the date said employee began full-time employment. For example, if an employee began his/her full-time employment on July 15, 2000, he/she will have worked five (5) years for the City and be entitled to his/her two and one half percent (2.5 %) longevity on July 15, 2005.

**ARTICLE XVII**  
**CLOTHING ALLOWANCE**

- A. The City agrees to provide all bargaining unit members with eight hundred fifty (\$850) dollars clothing maintenance allowance in 2016, eight hundred fifty (\$850) dollars clothing maintenance allowance in 2017, and eight hundred fifty (\$850) dollars clothing maintenance allowance in 2018.
- B. The City agrees to distribute the above clothing maintenance allowance in a separate check on the first pay period in December.

## **ARTICLE XVIII**

### **HOSPITALIZATION INSURANCE**

#### **A. Hospitalization and Medical Insurance.**

The City agrees to provide comprehensive medical and hospitalization insurance through the New Jersey State Health Benefits Plan, as it exists or as modified by the State Health Benefit Program (or any other substantially similar health benefit plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefits Program, for all employees and eligible dependents covered by this Agreement. The City will offer a selection of plans available under the New Jersey State Health Benefits Program. The City agrees to pay the full cost of the NJSHBP plan selected by the employee for employees and their eligible dependents.

B. The City agrees to provide a Co-Pay Prescription Plan for employees and dependents through the New Jersey State Health Benefits Plan. The co-payments shall be determined by the New Jersey State Health Benefits Plan and may be subject to future changes that reflect the then applicable NJSHBP prescription co-pays.

C. The City agrees to provide Bargaining Unit Employees with a Five thousand (\$5,000.00) Dollar life/accidental death & dismemberment insurance policy.

D. The City agrees to provide Bargaining Unit Employees with a dental health plan.

E. The City agrees to provide Bargaining Unit Employees and their eligible dependents an Optical Plan through Horizon Eye Care.

#### **F. Opt-Out Provision**

1. The City agrees to establish in accordance with Section 125 of the Internal Revenue Code an opt-out provision for the purpose of allowing an employee otherwise entitled to health insurance coverage to voluntarily opt-out of such coverage in exchange for receiving from the City a cash payment in lieu of health insurance coverage. If



an employee selects the cash option, it shall be included in the employee's gross income as compensation. If an employee selects the insurance coverage, the value of such coverage is included in the employee's gross income as compensation (but not for tax reporting purposes). The terms of the opt-out provision shall be as follows:

a. An employee otherwise entitled to health insurance coverage shall have the option to voluntarily not participate in the Medical & Prescription Plans and withdraw from any such coverage. The employee will still participate in the Dental and Optical Plans. The decision to exercise this option rest solely with the employee. In the event an employee elects to opt-out of the Medical and Prescription Plan coverage, the City shall pay to the employee 25% of the amount saved by the City because of the employee's waiver of coverage, or \$ 5,000, whichever is less.

These payments to the employee are in lieu of the yearly premium costs for the Medical and Prescription Plans. Such cash payment shall be in the form of a stipend and shall be paid by separate checks in twelve (12) equal monthly installments in the calendar year in which the non-participation occurs.

- b. In order for an employee to be eligible to elect the cash option for the medical and prescription insurance plans as stated above, an employee must provide documentation to the City that they are covered under an alternative health insurance plan.
- c. All withdrawals shall be for a full year (January 1 through December 31). Written notification of an employee's intent to elect the withdrawal option must be filed with the City during the normal enrollment period. Employees may either re-elect the option of withdrawal during each enrollment period or elect to re-enroll in the insurance plans offered by the City. Prior to each re-enrollment period, the City's insurance carrier and/or representative shall hold a meeting with employees considering to elect to withdraw from the City's insurance plan(s) and shall apprise them of any and all benefits and/or risks involved should the employee elect such waiver.

1. Notwithstanding the above, an employee who has a change in status (e.g. termination of employment, death, separation, divorce, etc.) which causes the employee to lose his/her alternate health insurance coverage shall be entitled to re-enroll in the health plans during the year provided the employee supplies the City with notice of the change of status within sixty (60) days of the event causing such change. The City's obligation to pay the cash option shall be prorated for the employee subject to a change in status. If the City's health plans do not accept the employee, the City will find a comparable plan and pay the premium up to the current amount paid for employees in the City's plan. Additional costs above the current cost incurred will be the responsibility of the employee. The employee will be re-enrolled in the City's Plan at the first permissible date.
2. Return to the medical and prescription plans for reasons other than a change in status is subject to the terms of the carrier.

G. Flexible Spending Account.

The City shall provide at no additional cost to the employee a Flexible Spending Account (FSA) in accordance with the Section 125 of the Internal Revenue Code, allowing a maximum of \$2,500.00 for medical expenses and a maximum of \$5,000.00 for child/dependent care. The option of enrolling in the FSA shall be that of the employee.

H. Change in Plans and Providers.

The City may, at its option, change any of the existing insurance plans or carriers providing such benefits so long as the benefits which are provided to the employees and their eligible dependents are substantially similar to the coverages and benefits currently provided to employees. The City further reserves the right, at its option, to self-insure any of the plans or coverages so long as the benefits which are provided to the employees and their eligible dependents are substantially similar to the coverages and benefits currently provided to employees. Disagreements regarding coverage changes can go to the grievance process and to arbitration. The City will notify the Margate City Communication Operators at least thirty (30) days before any change is to happen. Selection of the carrier or carriers is a managerial prerogative not subject to the terms of

this collective bargaining agreement. The Margate City Communication Operators shall be provided with copies of the Master Plan documents in both the current and proposed plan prior to the implementation of the proposed plan.

I. Cost Contribution.

Employees shall be required to contribute to the costs of the Health Insurance Plan as may be mandated by law, including P.L. 2011, Chapter 78. Such payments shall be withheld in equal installments throughout the year from an employee's pay checks. The City shall establish and adopt a Section 125 Plan so that said contributions would be "pre-tax".

## **ARTICLE XIX**

### **EMPLOYEE'S RIGHTS AND PRIVILEGES**

- A. Nothing contained herein shall be construed to deny or restrict to any Communications Operator such rights as he/she may have under any other applicable laws and regulations. The rights granted to Communications Operator shall be deemed to be in addition to those provided elsewhere.
- B. The City agrees not to enter into any other agreement or contract with its employees who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of the Agreement.
- C. The Chief of Police and his/her designee, at his/her sole discretion, may grant reasonable requests of Communications Operators to exchange tours of duty. Under no circumstances will Communications Operators receive additional compensation upon voluntary exchange of tours of duty.
- D. All uniforms damaged in the line of duty shall be replaced or repaired by the City, after inspection and certification by the Chief of Police.
- E. Employees may not be suspended or suffer any loss in benefits until after the employee has had a departmental hearing, except in cases of severe nature as determined by the Chief of Police or his/her designee. The superior officer shall immediately submit a report explaining such action to the Chief of Police.
- F. A set of written guidelines, procedures and orders shall be established.
- G. The City agrees to provide legal defense in any action or legal proceeding arising out of or incidental to the performance of duties pursuant to N.J.S.A. 40A:14-155 and for the expungements of records where applicable.

**ARTICLE XX**

**SAVINGS CLAUSE**

- A. Each and every clause of this Agreement shall be deemed separate from each and every other clause of the Agreement to the extent that in the event any clauses shall be finally determined to be in violation of any Federal or State Law, then in such event, such clause or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

**ARTICLE XXI**

**FULLY - BARGAINED AGREEMENT**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining 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 the Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiate or signed this Agreement.

**ARTICLE XXII**

**LABOR MANAGEMENT COMMITTEE**

- A. The City and employees agree that there shall be established a Labor Management Committee whose purpose is to increase the communications between the employees and the Commissioners of the City of Margate City. The committee will consist of three (3) Communications Operators and the Director of Public Safety of the City of Margate City. The Committee shall meet periodically for the purpose of discussing matters of concern of both parties.

**ARTICLE XXIII**

**DURATION OF AGREEMENT**

- A. This Agreement shall be in full force and effect as of January 1, 2016 and shall remain in effect until and including December 31, 2018 without any reopening date except as provided in Article XIV. This Agreement shall continue from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred and fifty (150) days nor no later than one hundred and twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.
- IN WITNESS THEREOF, the parties have hereunto set their hand and seals at the City of Margate City, New Jersey on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF MARGATE CITY

\_\_\_\_\_  
Commissioner

MARGATE CITY COMMUNICATIONS OPERATORS

\_\_\_\_\_  
SCO Leona K. Thomas

\_\_\_\_\_  
CO Erik Jensen

\_\_\_\_\_  
CO Trisha Parrish

\_\_\_\_\_  
CO Jessica Johansson

\_\_\_\_\_  
CO Nancy Edge

\_\_\_\_\_  
CO Deborah Bond

\_\_\_\_\_  
CO Shelley Moran