

Agreement Between
CITY OF CAPE MAY, NEW JERSEY



and

**CWA LOCAL 1036
WHITE COLLAR EMPLOYEES**



January 1, 2021 through December 31, 2024

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PREAMBLE

THIS AGREEMENT, entered into this day _____ of _____ 2021, by and between the City of Cape May, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "CITY", and Communications Workers of America Local 1036, hereinafter called "UNION" represents the complete and final understanding on all of the bargainable issues between the City and the Union.

ARTICLE 1. RECOGNITION

In accordance with the Stipulation of Appropriate Unit issued by the Public Employment Relations Commission dated May 5, 2021 (Docket No. RO-2021-037), the City recognizes the Union as the exclusive collective negotiating agent for all employees covered in the aforementioned certification and more specifically, all regularly employed, non-supervisory white collar employees of the City of Cape May, but excluding all professional, and craft employees, police, seasonal employees, and supervisors within the meaning of the Act. A list of titles covered by this Agreement shall be affixed as an appendix to this Agreement.

ARTICLE 2. MANAGEMENT RIGHTS

- A. The City hereby retains and reserves unto itself, without limitation, but subject to applicable rules and regulations of the Civil Service Commission, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States of America, including, but without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees.
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees.
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
 4. To supervise employees and assign tasks to employees.
 5. To determine the size and qualifications of the workforce.
 6. To determine and change the methods by which its operations are to be carried out.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of

judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and by conformance with the Constitution and laws of New Jersey and the United States.

- C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authority, duties, and responsibilities under N.J.S.A. 40:1 et seq., N.J.S.A. 40A:1, et seq., N.J.S.A. 11:1, et seq., NJ.SA. 11A:1, et seq or any other national, state or county law, administrative code or ordinances.

ARTICLE 3. GRIEVANCE PROCEDURE

A. Purpose and Definition:

The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to workplace issues. The employer and the Union shall freely communicate in an effort to resolve all issues at the earliest possible level of this procedure.

1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee, group of employees, or the Union, from the interpretation, application or violation of policies, agreements, and administrative decisions of the City or its representatives. With regard to the City, the term "grievance" as used herein means complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.
 2. With respect to employee grievances, no grievance may proceed beyond Step 2 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step 2 herein.
 3. Grievances disputing a violation of this Agreement and grievances appealing disciplinary action shall proceed up to Step 3 of the procedure below. Where the grievance involves an alleged violation of individual rights specified in the Civil Service law and rules for which a specific appeal to the Civil Service Commission is available, the individual or Union must present his complaint to the Civil Service Commission directly, provided however, where allegations of violations of other employee rights which derive from this Agreement occur, it is intended that the provisions of this grievance procedure are to be utilized.
- B. Both parties shall disclose to the other, upon request, all information relevant to the examination of issues in a grievance.

- C. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.
1. **Step One.** The aggrieved employee, through the shop steward or the union, shall present the grievance, in writing, within ten (10) working days of the date of occurrence, or within ten (10) working days of when the employee should have reasonably known of its occurrence, to the Department Head. The Department Head shall have ten (10) working days to respond, in writing, to the matter. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.
 2. **Step Two.** If grievance is not resolved at Step One, the Union may submit the matter, in writing, within ten (10) working days to the City Manager and/or his designee. The parties will convene a meeting within five (5) days of the request or by mutual agreement. The City Manager shall have ten (10) working days after the meeting to issue a decision in writing.
 3. **Step Three.** If the grievance is not resolved at Step Two, and said grievance is not barred from arbitration, the City or Union may submit the matter for arbitration to the Public Employment Relations Commission (PERC) within ten (10) working days after the expiration of Step Two.
 - (a) Nothing in this Agreement shall be intended to compel the Union to submit a contractual grievance to arbitration. The Union's decision to submit the contractual grievance to arbitration shall be based on the considered merit and viability of the contractual grievance.
 - (b) The Arbitrator shall be selected in accordance with PERC procedures and rules.
 - (c) The Employer and the Union shall attempt to stipulate facts and issue(s) for the Arbitrator's consideration.
 - (d) The decision of the arbitrator shall be final and binding upon the Employer, the Union and the grievant(s) to the extent permitted by the law and this Agreement
 - (e) The arbitrator shall be bound and governed by the provisions of this Agreement and restricted to the application of the facts presented to him in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provision of this Agreement or any amendment or supplement hereto and shall confine his/her decision solely to the interpretation and application of this Agreement. In addition, he/she shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not submitted.

- (f) The cost of the arbitrator shall be borne equally by the City and the Union. Any additional costs shall be paid by the party incurring same.
- (g) The costs of a transcript of the arbitration proceeding, if any, shall be borne by the party requesting such transcript. If both parties desire a transcript, the cost shall be shared equally.
- (h) If a decision is not rendered within the time limits prescribed for decisions 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 the time limits from processing the grievance at any step in the grievance procedure.
- (i) Any grievance not presented or appealed in accordance with the applicable time limits or other requirements listed above shall be automatically foreclosed and considered either abandoned or settled according to the last response given.

ARTICLE 4. SENIORITY

- A. The most senior employees shall be given preference in the selection of vacations provided there is no interference with the normal operations of the City.
- B. For purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave, and longevity, seniority shall be defined as continuous employment with the City from date of hire.
- C. For purpose of promotions or demotion, seniority shall be defined as length of service from the date of the employee's certification by Civil Service as a City employee.
- D. For purpose of layoff seniority shall be defined as the employee's length of service from his date of initial certification by Civil Service as a City employee.
- E. The City shall utilize experience, ability, aptitude, qualification, attendance, and the result of the Civil Service examination as the criteria for promotion of employees to job classifications having a higher rate of pay. When all of the aforementioned items are substantially equal, seniority shall have the deciding factor. However, the selection of the employee to be promoted shall be made by the City and shall not be subject to review, except as provided for under Civil Service Rules and Regulations.
- F. The City shall email to the Union President or Stewards as designated by the Union President , copies of all job opportunity bulletins, Civil Service test notifications and other correspondence, notices, or other materials forwarded to or received from Civil Service concerning job openings or opportunities within seventy-two (72) hours of receipt of transmittal of same.

- G. Seniority shall be considered along with the ability, experience, skills, and past performance with respect to work assignments and job opportunities.

ARTICLE 5. UNION REPRESENTATION

- A. Accredited representatives of the Union may enter the City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the Union decides to have its representative enter the City facilities or premises, it will request such permission from the chief executive of the City or a designated representative and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of the City government or normal duties of the employees. There shall be no Union business transacted nor meetings held on City time or property unless authorized by the City Manager or designee.
- B. One (1) shop steward may be appointed or elected by members of the Union to representative may be appointed or elected by the union to assist the shop stewards or represent any member of the Union when their shop steward is unavailable.
- C. Shop stewards and/or members of the negotiating committee shall suffer no loss of regular pay provided that the City schedules a meeting or conference during working hours. Shop stewards shall suffer no loss of regular pay when required to take time off to perform their duties as stewards. Each steward shall notify his supervisor prior to leaving the job.
- D. On any occasion where a steward is required to take more than one hour off to perform said duties in any one day, he shall, within seventy-two (72) hours thereafter provide the chief executive of the City or a designated representative a written statement of how much time was utilized for said duties.
- E. The Union shall advise the chief executive of the City or a designated representative in writing of the names and titles of all Union representatives each January and within seven (7) days following each change.
- F. Union Dues Deductions
1. Upon written acceptable authorization, the City agrees to deduct union dues from the base biweekly wage of employees covered by this Agreement. CWA shall certify the amount of said dues to the City at least thirty (30) days prior to the first day of the month in which said dues are to be deducted.
 2. The City agrees to remit dues deducted to the Communications Workers of America Local 1036, 1 Lower Ferry Road, West Trenton, NJ 08628, by the fifteenth (15th) day of the month following the calendar month in which such dues are deducted, together with a list of employees from whose pay such deductions were made. A copy of the list shall also be mailed to the Office of the President of CWA Local 1036.

3. Union dues check-off deductions may be ceased by an employee by written notification to the City, and such cessation will take effect July 1st following the notification of withdrawal. The City will forward a copy of any such written notice to the Union President within three (3) business days of receipt.
4. The Union agrees to indemnify, defend and hold the City harmless against any and all claims, demands, suits or orders of judgment brought or issued against the City with regard to dues deduction.
5. The City shall provide quarterly reports to the Union in accordance with the NJ Workforce Democracy Enhancement Act (WDEA).

ARTICLE 6. HOURS & OVERTIME

- A. The normal work schedule for employees covered by this Agreement shall be based on two thousand eighty (2,080) hours per year, representing forty (40) hour weeks of five (5) eight-hour days per week for each of fifty-two (52) weeks, less approved leave. The eight (8) hour days shall include a lunch break, which shall not be counted as time worked unless the time is actually worked or unless the duration is less than thirty (30) minutes. This normal work schedule may be revised by the City, with the agreement of the Union and the employees involved, on a volunteer basis. The following specific work schedules are acknowledged and approved:
1. The normal work schedule of all Court employees shall be 8:00 a.m. to 4:00 p.m., including a one-hour lunch break each weekday, Monday through Friday, plus up to five (5) hours per week of additional work as may be needed to attend to the duties of the Court so that the total actual work time in any week shall be at least thirty-five (35) hours, but not more than forty (40) hours.
 2. The normal work schedule of all other white collar clerical employees not specifically mentioned in paragraph (1) above (excluding employees hired on a full-time basis on or after January 1, 2013 and assigned to Convention Hall or under the City's Department of Tourism, Civic Affairs and Recreation) shall ordinarily be from 8:30 a.m. to 4:30 p.m. including a one-hour lunch break each weekday, Monday through Friday, plus up to five (5) hours per week of additional work as may be needed to attend to the duties of the office to which the employee is assigned so that total actual work time in any week shall be at least thirty-five (35) hours, but not more than forty (40) hours.
 3. Employees hired on a full-time basis on or after January 1, 2013 and assigned to Convention Hall and/or working within the Department of Tourism, Civic Affairs and Recreation shall work at least forty (40) hours per week, which shall include a one-hour lunch break for each full day worked (in excess of four (4) hours) based upon a flexible schedule as determined by the City which shall take into account special events, concerts, parades, civic and recreation activities, seminars, trade shows, festivals and any other

activities and events as determined by the City. Such schedule shall change from time to time and will include weekends, evenings and holidays. Employees hired on a full-time basis prior to January 1, 2013 and assigned to Convention Hall and/or working within the Department of Tourism, Civic Affairs and Recreation may, upon the consent of employer and affected employee, work either the schedule referenced in Paragraph 2 above or based upon a flexible schedule under the terms and conditions of this paragraph.

- B. All work performed in excess of forty (40) hours in any work week as specified in paragraphs (1) and (2) of 6.A. above shall be considered overtime and shall be paid at the rate of time and one-half (x1.5).
- C. Overtime shall be distributed as equitably as possible and all employees shall be expected to work a reasonable amount of overtime when requested by the City.
- D. Recall to Duty. Employees called into work on their off-days or recalled to duty shall receive a minimum guarantee of four (4) hours compensation in accordance with section B above for all work performed under such circumstances, provided said recall duty is not contiguous with the employee's normal shift; however, the City shall have the right to assign other work should the emergency or other reason for the call-in be less than the four (4) hour call in time.
- E. The City shall provide, semi-annually, a written statement to the Union listing for each employee the number of hours worked and the amount of overtime pay received during the period since the last statement.
- F. No employee shall be required to work more than one double shift during any one forty-eight (48) hour period.
- G. An employee shall be entitled to. a 15 minute break at a reasonable time in the morning hours and a 15 minute break at a reasonable time in the afternoon.
- H. An employee seniority list (made up of full time personnel) shall be used in the distribution of overtime and provided the employee asked to perform the work can perform the work. The supervisor shall start at the top of the list asking each employee if he desires to work the overtime until all available positions are filled. At that point, the next employee on the list will become the first employee asked when overtime is again available. When the entire list has been exhausted, the supervisor will again start at the top. A seniority list shall be updated every January and a copy thereof given to the Union.
- I. The overtime provisions of this clause shall apply only to full-time permanent employees.
- J. If City Hall is closed due to a state of emergency as declared by the Federal, State or County or City, the employees who do not work will be paid for the time they could not work, not to exceed eight hours, Those who do work will also be paid for the same hours as those who do not work plus an additional time and one-half (1½) for the hours worked. For employees who

work at Convention Hall, in the event Convention Hall is closed due to a state of emergency as declared by the Federal, State or County or City, the employees who were scheduled to work and would have worked that day will be paid for the time they could not work, not to exceed eight hours.

- K. Mandatory reporting is required for the titles of Support Technician, Technical Assistant, Administrative Clerk - Water and Sewer if called during an emergency, including City emergencies that are not a State of Emergency, i.e. sewer line break, subject to exceptions for vacations, illness and other justifiable reasons.

- L. By mutual agreement between any employee and department head, flexible hours of work may be permitted to accommodate occasional circumstances where it is to the benefit of the employee or City or both for work to be performed at times other than the regular schedule of work set forth in Article 6.A. above. The Agreement must be reached ahead of time and must be approved by the Department Head. Any such agreement for flexible hours that results in more or less work hours than those set forth in Article 6.A. above on any given day, work week, or pay period shall be made up during the same work week so that the number of hours actually worked in a work week does not exceed those set for the in Article 6.A; For example, the City may request an employee to work additional hours on one day, with the employee agreeing to take the exact number of hours in time off on another day in the same work week. The employee must consent, ahead of time, to this request Similarly, an employee may request a department head to permit hours off on one day by agreement to work the exact number of hours in addition to the regular work schedule on another day in the same work week. The department head must consent, ahead of time, to this request. This paragraph is meant to provide flexibility to both the city and the employee to address infrequent and occasional circumstances and should not be utilized on a regular basis to alter the work schedules set forth in Article 6.A. above.

ARTICLE 7. HOLIDAYS

A. The following holidays shall be recognized:

- | | |
|--------------------------|---------------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Lincoln's Birthday | 9. Veteran's Day |
| 3. Washington's Birthday | 10. General Election Day |
| 4. Good Friday | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Day After Thanksgiving |
| 6. Independence Day | 13. Christmas Day |
| 7. Labor Day | 14. Martin Luther King Birthday |

B. All employees who are scheduled to work on the recognized holidays noted in this article shall be paid on the basis of one and one-half (1 ½) time for actual hours worked on the holiday, plus straight time for the first eight (8) hours of the day.

- C. A holiday shall be granted to all employees whenever the same is declared by proclamation of the President, the Governor or the County Board of Chosen Freeholders, provided the City Council accepts the holiday by proper resolution.
- D. For employees working a five (5) weekday week (Monday through Friday), holidays which fall on Saturday will be celebrated on the preceding Friday; Holidays which fall on Sunday will be celebrated on the following Monday. For employees working other than a five (5) weekday work week as described above, holidays will be celebrated on the day on which they actually fall.
- E. All requests for additional leave, including personal leave and vacation leave, immediately prior to or immediately following any of the fourteen (14) holidays listed in Section A of this Article shall, except in cases of emergency, be made at least five (5) working days in advance.
- F. All holidays start as of 12:01 a.m. on the designated day and compensation will be as set forth in 7.B. above. Employees shall be paid double time and one-half (x2.5) for all hours worked in excess of eight (8) hours on holidays recognized in 7.A. above.

ARTICLE 8. VACATIONS

- A. Annual vacation leave with pay shall be earned at the rate of eight (8) hours (one working day) of vacation for each month of service during the remainder of the calendar year following the date of hire to a maximum of ninety-six (96) hours (12 working days) of paid vacation during the first year of employment. For any employee hired after the fifteenth of the month no vacation will be earned until the first full month of employment.
 - 1. In addition to paragraph "A" above, employees hired on a full time basis shall earn vacation leave as follows: second year of service through five years of service, ninety-six (96) hours (twelve (12) working days) per year; six years of service through twelve years of service one hundred twenty (120) hours (fifteen (15) working days) per year; thirteen years of service through nineteen years of service, one hundred sixty (160) hours (twenty (20) working days) per year, and at twenty years of service, two hundred (200) hours (twenty-five (25) working days) per year. See Vacation Leave Schedule below.

VACATION LEAVE SCHEDULE

Annual Increments		
Years of Service	Hours of Leave¹	Days of Leave
1 st	8 per month	1 per month
2 nd	96	12
3 rd	96	12

¹ All hours and days of leave are annually except for the 1st year as indicated.

4 th	96	12
5 th	96	12
6 th	120	15
7 th	120	15
8 th	120	15
9 th	120	15
10 th	120	15
11 th	120	15
12 th	120	15
13 th	160	20
14 th	160	20
15 th	160	20
16 th	160	20
17 th	160	20
18 th	160	20
19 th	160	20
20 th and over	200	25

2. For employees hired on or after January 1, 2010, the vacation hours and days for 20th year and over shall be one hundred seventy-six (176) hours and twenty-two (22) days.
 3. Vacation leave will be credited to each employee on January 1st of each year regardless of the actual date of hire.
 4. Vacation leave will be prorated and credited for the months of actual service during the last year of employment.
 5. For the purpose of determining years of service the following formula will be used: Current year, minus year of hire, plus one.
 6. For any employee hired after December 15th the formula will be: Current year, minus year of hire.
- B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the chief executive of the City or a designated representative unless the chief executive of the City or a designated representative determines that it cannot be taken because of pressure of work. Vacation requests should be made as far in advance as possible, but they must be submitted to the employee's Department Head no later than forty-eight (48) hours in advance. Any unused vacation time may be carried forward into the next succeeding year only. Each employee shall take at least one (1) annual vacation of at least three (3) consecutive scheduled work days and/or holidays as set forth in Article 7 above. After said three (3) vacation days are taken or requested and approved, department heads are authorized, but not required, to approve advance employee requests for vacations of

shorter duration, including vacation leaves in increments of no less than four hours. No more than six (6) four-hour vacation leaves may be granted in any given calendar year.

- C. If a vacation request, submitted in writing by the employee on the form supplied by the City, is denied in writing by chief executive of the City or a designated representative because of the pressure of work, the employee shall not lose the vacation days denied and may request that the unused vacation time be carried forward into the next succeeding year or that the unused vacation time so denied be converted into pay at the employee's prevailing rate.
- D. Personal Days. All employees covered under this Agreement shall be allowed three (3) days of personal leave with pay annually, not deducted from sick leave. Such leave shall not accumulate from year to year. Full day (8 hour) personal days may be taken at the employee's convenience without advance approval. With advance approval of the employee's department head or chief executive of the City or a designated representative, half personal days (4 hours) may be taken.

ARTICLE 9. HEALTH BENEFITS

- A. The City shall continue to provide and maintain group health benefits coverage and dependent coverage for all permanent full time employees beginning on the first of the month following sixty days of employment, as presently offered through the New Jersey State Health Benefits Plan (SHBP). Employees shall be responsible for a cost contribution as set forth in paragraph F below.
- B. The City shall have the right to change health benefits carriers so long as substantially similar benefits are provided.
- C. The City shall provide disability leave protection after a fourteen (14) day waiting period (sickness and accident) after which the employee will receive up to seventy (70%) percent of lost earnings up to the weekly benefit amount established by the State of New Jersey for twenty-six (26) weeks.
- D. Upon retirement after 25 years of service to the City (or 27 years of service to the City for employees hired on or after January 1, 2010), the City will pay the cost of health benefit coverages available for retirees to supplement Medicare or any other health benefits to which the retiring employee may be entitled for the lifetime of the retiring employee and the employee's spouse at the time of retirement. The health plan for retirees shall reflect a lifetime limit as provided for under the specific health plan selected by the retiree. The employee shall be required to pay a cost contribution as set forth in paragraph F below unless the employee is not required, under the law, to contribute toward health benefits in retirement. Retirees and their eligible dependents shall receive the same coverage in effect for current employees, not the benefits in effect at the time of retirement.

- E. The City shall provide the New Jersey Direct 15 Option for all employees, subject to the contribution set forth in paragraph F. An employee may select any other option other than the Direct 15, if there are additional costs they will be paid by the employee. Such additional costs may be reimbursed through the City's Flex Care Program. All plans provided by the City shall be without a prescription drug program, but will include prescription reimbursement under the plan's deductible and co-insurance limits (the "SHBP w/o Prescription"). In the event the options available under the SHBP change, the City shall designate the option that is most comparable to Direct 15 as the option that will continue to be offered.
- F. All employees and retirees shall be required to contribute to the cost of health benefits in accordance with the following chart:

Salary/Pension Range	SINGLE	M/S & P/C	FAMILY
Less than 20,000	4.50%	3.50%	3.00%
20,000-24,999.99	5.50%	3.50%	3.00%
25,000-29,999.99	7.50%	4.50%	4.00%
30,000-34,999.99	10.00%	6.00%	5.00%
35,000-39,999.99	11.00%	7.00%	6.00%
40,000-44,999.99	12.00%	8.00%	7.00%
45,000-49,999.99	14.00%	10.00%	9.00%
50,000-54,999.99	20.00%	15.00%	12.00%
55,000-59,999.99	23.00%	17.00%	14.00%
60,000-64,999.99	27.00%	21.00%	17.00%
65,000-69,999.99	29.00%	23.00%	19.00%
70,000-74,999.99	32.00%	26.00%	22.00%
75,000-79,999.99	33.00%	27.00%	23.00%
80,000-84,999.99	34.00%	28.00%	24.00%
85,000-89,999.99	34.00%	30.00%	26.00%
90,000-94,999.99	34.00%	30.00%	28.00%
95,000-99,999.99	35.00%	30.00%	29.00%
100,000-109,999.99	35.00%	35.00%	32.00%
110,000 and over	35.00%	35.00%	35.00%

The percentages listed shall be the percentage of the premium that the employee/retiree is required to contribute unless not required to contribute under the law. The contribution shall not be less than 1.5% of the employee's salary or the retiree's pension unless, the retiree is not required to contribute under the law.

G. Opt-Out.

1. Any employee enrolled in the City's health insurance coverage plan may elect to waive all coverage, provided proof of coverage through another source can be demonstrated. Participation in this program is voluntary. Employees who waive all coverage shall receive payment which shall not exceed 25%, or \$5,000., whichever is less, of the amount saved by the City because of the employee's waiver of coverage. An employee who waives

coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse or civil union partner for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the City, in such form as the city shall prescribe, that the waiver is revoked. The decision of the City to allow its employees to waive coverage and the amount of consideration to be paid therefor shall not be subject to the collective bargaining process.

2. The opt-out payment provided shall be paid in equal quarterly payments and processed through payroll with appropriate deductions made from the gross incentive amount.
 3. The incentive shall begin to be paid to the employee no later than the first quarter after the effective date of the option.
 4. There shall be no opt out for spouses, civil union partners or relatives where one is a dependent if both are employed by the City of Cape May. Similarly, restrictions on duplicative coverage under State law also apply.
 5. An employee who waives health benefits under this Article shall not be entitled to any health insurance benefits including, without limitation, participation in the Flex Care Program.
- H. The City also provides a Flex Care Program to those qualified employees. This program is shown in Appendix A. Qualified employees shall provide receipts for items covered under this program. The parties agree to continue to discuss changes to the Flex Care program during the term of this Agreement. There shall be no change to the Flex Care program absent mutual agreement memorialized in writing.
- I. Pursuant to State law, the City shall provide employees two (2) Section 125 plan benefits for pre-tax deductions for health benefit contributions made equally over twenty-six (26) pay periods of each calendar year in accordance with the City's customary payroll practices as established under a "Premium Option Plan" (POP) and a Flexible Spending Account (FSA).
- J. In the event the health insurance plans offered by the city are in excess of the maximum amount permitted under the Affordable Care Act without triggering the excise tax (which is presently scheduled to be \$10,200 for single coverage and \$27,500 for family coverage beginning in 2020) the parties agree to meet at least six (6) months prior to the implementation of said tax to discuss implementation of a new plan that will be below that maximum amount. If the parties are unable to agree to a new plan, the city shall be authorized to provide a new plan which will be below the maximum amounts permitted under the Affordable Care Act and such plan selected and provided by the city shall be deemed to satisfy the "substantially

similar" contract provision regarding the provided coverage. The City may continue to offer its then current plan or another plan whose cost is in excess of the then maximum amount permitted under the Affordable Care Act. However, if an employee elects to be covered under such a plan, the employee will be responsible for any excise tax incurred by the employer as well as the amount of the premium cost in excess of the then maximum amount permitted under the Affordable Care Act and in addition to any other health care contributions already in effect under Chapter 78 or otherwise.

ARTICLE 10. SICK LEAVE, DISABILITY LEAVE & BEREAVEMENT LEAVE

A. Service Credit for Sick Leave.

1. All permanent employees, full time temporary or full -time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family as defined in 3 below.
3. In the event of a serious illness, including childbirth, in the immediate family as defined in this paragraph, employees shall be allowed to use accumulated sick time in order to attend to his responsibilities towards his family. Immediate family, for purposes of this Article, shall be defined as husband, wife, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother, grandfather, grand-children, sister-in-law and brother-in-law. Reasonable verification of the event may be required by the City.
4. Sick leave shall not include any extended period of time where the employee serves as nurse or housekeeper during a period of illness.
5. Disability leave shall be provided in accordance with N.J.S.A. 11:24A-4.
6. Work related injuries. Employees shall receive full salary and benefits during time off from work to recover from on-the-job injuries that qualify for workers' compensation payments. No deduction shall be made from the employee's sick or other leave balances for such time off To qualify for and partially compensate the City for extending this one hundred percent (100%) pay benefit, employees shall endorse all workers' compensation payments (approximately seventy percent (70%) of salary) over to the City. Time off taken in connection with injuries or sickness that do not qualify for workers' compensation payments shall be deducted from the employee's sick leave balance.

B. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of eight hours (one working day) per month during the remainder of the first calendar year of employment after initial appointment and 120 hours (fifteen working days) in every calendar year thereafter. Sick leave will be prorated and credited for the months of actual service during the last year of employment.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
3. An employee shall not be reimbursed for accrued sick leave at the time of termination of employment.
4. Eight (8) hours shall be deducted from an employee's sick leave balance for each one day of sick leave utilized. Four (4) hours shall be deducted from an employee's sick leave balance for each one-half day of sick leave utilized. Sick leave can be utilized in hourly increments, subject to approval of the employee's department head and reasonable advance notice.

C. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notices must be made prior to the employee's starting time. In such event, the employee shall notify the Department Head at least one half (1/2) hour prior to the commencement of his usual starting time.

D. Verification of Sick Leave.

1. An employee absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness when, in the opinion of the chief executive of the City or a designated representative, the use of sick leave appears to be excessive or must be substantiated.
 - (a) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less in which cases only one (1) certificate shall be necessary for a period of six (6) months.
 - (b) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. In case of death in the immediate family, reasonable proof shall be required.
4. The City may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the City, by a physician designated by the City, Such examination shall establish whether the employee is capable of performing his normal duties and his return will not jeopardize the health of other employees.

E. Bereavement Leave.

All employees covered by this Agreement shall be allowed up to a maximum of thirty-two (32) hours (4 days) leave without loss of pay and not to be deducted from any leave balance, in the event of death of spouse, civil union partner, child, mother, father, brother, sister, step-mother, step-father, mother-in-law, father-in-law, grandmother, grandfather, grandchildren. Bereavement leave must be taken between the date of death and date of funeral, Employees shall be allowed one day to attend the funeral of a brother-in-law, sister-in-law, aunt, uncle, niece, and nephew without loss of pay.

F. Back of Sick Leave Upon Retirement. All employees covered by this Agreement shall be eligible for the following upon retirement and verification of the personnel record at that time:

1. Twenty-five (25) or more years of service - 50%:(i.e. one (1) day for every two accumulated days.)
2. Under twenty-five (25) years of service - 25%: (i.e. one (1) day for every four (4) accumulated days upon retirement.)
3. Under no circumstances shall the total exceed \$15,000.00.

G. Sick leave balances will be provided to employees regularly with their paychecks. It shall be each employee's responsibility to report any discrepancies in the number of hours shown.

H. The City may, by mutual consent with any employee covered by the terms of this Agreement, pay the value of any sick, vacation, or personal day or days, which days shall be worked and deducted from the unused balance of said leave. Subject to annual budget appropriations, any such offer by the City to pay the value of any sick, vacation, or personal days shall be made equally to all employees.

I. Sick, vacation and personal leave entitlement for the entire year shall be credited to each employee at the beginning of each calendar year. In the event an employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the City shall recover the pro-rated value of said leave and any employee who utilizes more leave than is earned shall be required to reimburse the City for the value of the used, but unearned, leave.

- J. Employees shall be eligible to participate in the donated leave program pursuant to the specific requirements, terms and conditions set forth in civil service regulations, N.J.A.C. 4A:6-1.22.

ARTICLE 11. SALARIES & COMPENSATION

- A. For employees hired before January 1, 2001, their anniversary date for the purpose of salary shall be January 1st for hirees through July 1st, and those hired after July 1st, their anniversary date shall be January 1st of the following year. Employees hired after December 31, 2000, and before January 1, 2005, shall have their first salary increase, effective January 1 of the year following their hire, pro-rated based upon the percentage of the previous year worked. The pro-rated percentage will be calculated by determining the number of full months worked through December 31, and dividing it by 12, giving the pro-rated number. The contractual increase percentage will then be multiplied by this pro-rated number to determine the employee's percentage of increase for their first year. Full contractual percentage increases will be provided each year thereafter. Employees hired after January 1, 2005, will receive full contractual increases on their anniversary date of hire.
- B. Date of Hire and Anniversary Date. All employees hired before January 1, 2009, shall be entitled to full contractual raises as listed in Article 11.D. Employees hired during this Agreement shall receive contractual raises as follows:
 - 1. if the date of hire is between January 1st and June 30\ the employee will receive a full contractual raise effective on the next January 1st following the initial date of hire;
 - 2. if the date of hire is between July 1st and December 31st the employee will receive a contractual raise effective on the next July 1st following the initial year of hire;
 - 3. all subsequent raises will be in accordance with Article 11.D.
- C. Out of Title Pay. Any employee who works out of title in a higher paying title shall be compensated based on the difference between the starting salary of the from • to title, attached hereto as Appendix B or the contractual increase in effect for the working period year, whichever is greater, provided such assignment is for a continuous period of more than ten (10) working days. The pay at the higher range shall commence on the eleventh (11th) day. Any employee so assigned for ten (10) days shall thereafter not be removed from said higher paying position for the sole purpose of avoiding the extra compensation.
- D. Contractual Raises.
 - 1. Retroactive to January 1, 2021 and payable after this Agreement is approved by a resolution of the City Council and ratified by the Union, and executed by both parties, the employees shall receive an annual increase to base wages as follows:

- January 1, 2021 – Employees earning over \$40,000 shall receive an increase to base of \$1,250. Employees earning less than \$40,000 shall receive an increase to base of \$1,500.
- January 1, 2022 – All employees shall receive an increase to base of \$1,200 or 2.0% whichever is greater.
- January 1, 2023 – All employees shall receive an increase to base of \$1,200 or 2.0% whichever is greater.
- January 1, 2024 – All employees shall receive an increase to base of \$1,100 or 2.0% whichever is greater.

E. Minimum starting (hiring) salaries shall be as determined by the Range Guide shown in Appendix B.

F. Promotional increases will be greater of difference between starting salaries for each grade or the following:

1 to 2	\$2,250
2 to 3	\$2,500
3 to 4	\$3,000
4 to 5	\$3,500
5 to 6	\$3,750
6 to 7	\$4,000

For employees being promoted by more than one grade, the increase in the above table shall be at the amount in the highest grade. For example, if an employee is promoted from grade 1 to grade 4, the increase will be the greater of the difference in the starting salaries or \$3,000. Temporary or seasonal employees who are compensated at an hourly wage rate shall be paid no more than the pro-rated rate of permanent full-time employees in the same job title.

ARTICLE 12. LONGEVITY

- A. Effective January 1, 2017, employees hired prior to January 1, 2010 and already receiving 10% longevity shall have it rolled into their base pay and shall thereafter be eliminated
- B. Effective January 1, 2017, any employee who was eligible for a longevity increase shall receive that increase and, thereafter it shall be rolled into the employee's base pay and then eliminated.

C. Effective January 1, 2017, any employee hired prior to January 1, 2013 will receive a one percent increase on their 2016 longevity percentage and it will then be rolled into the employee's base pay and, thereafter eliminated.

D. Employees hired on or after January 1, 2013 shall not receive longevity pay.

ARTICLE 13. FAMILY LEAVE

Family/Medical Leave of Absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" (FMLA) and the provisions of the "New Jersey Family Leave Act (FLA) and the regulations promulgated pursuant to those statutes. Eligible employees may receive up to twelve (12) weeks of leave per year (FMLA) or twelve (12) weeks every twenty-four (24) months (FLA). The circumstances under which leave may be taken vary depending on the type of leave requested and the City will grant leave for each statute, and judicial decisions interpreting the requirements of each statute. Employees taking leave pursuant to the FMLA or FLA Leaves will be required to use accrued sick leave, vacation, and personal leave concurrent with the approved leave. The City retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

ARTICLE 14. BULLETIN BOARD

A. One bulletin board shall be made available by the City at City Hall and a second bulletin board shall be provided at the Library for the purpose of posting Union announcements and other information of a non-controversial nature. The chief executive of the City or a designated representative may have removed from the bulletin board any material which does not conform with the intent and provision of this Article.

B. The City agrees to post notices of all job openings on officially designated bulletin boards at least ten (10) working days prior to the date for filling of said openings.

ARTICLE 15. WORK RULES

The City will adopt or post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that the Union shall have the right to grieve within ten days after the same are posted or disseminated and/or a copy sent to the Union. Work rules are to be dated and signed by the issuing authority.

ARTICLE 16. NO STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any

employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.

- B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the grievance procedure contained in Section 3.
- C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE 17. NON DISCRIMINATION

- A. There shall be no discrimination by the City or the Union against an employee based upon the employee's race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait.
- B. There shall be no discrimination, interference, restraint or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union and shall not solicit membership in the Union or the payment of dues during working time.

ARTICLE 18. WORKING CONDITIONS

- A. City shall provide a drinking water fountain for employees on each floor of City Hall.
- B. City shall provide proper chairs for all personnel. Employees may make requests for improved seating at any time and City shall make a good faith effort to comply with all reasonable requests, subject to annual budgetary appropriations.

- C. It shall be the responsibility of each employee to report any defective or inoperative facilities or equipment to the supervisor and chief executive of the City or a designated representative.
- D. The City agrees to meet at least quarterly with representatives of the Union to discuss matters of mutual concern. Meetings will be scheduled by the chief executive of the City or a designated representative.

ARTICLE 19. FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues that were or could have been subject of negotiations.
- B. While neither party shall be required to negotiate or reopen any matter that is or could have been included herein during the term of this Agreement, the parties may, by mutual consent set forth in writing, discuss and revise the Range and Step Guide, attached hereto as Appendix B. Any such revision that may be proposed shall have no effect unless it is ratified by both parties in the same manner by which this Agreement has been ratified. The intent and purpose of this paragraph is to give the parties opportunity to review and revise salary ranges and steps to keep them competitive and current.

ARTICLE 20. STIPENDS

Maintain stipends in effect as of the execution of this Agreement. To the extent stipends should be amended/established in the future, the City shall negotiate such changes with the Union prior to implementation.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals at Cape May, New Jersey on this 10th day of November, 2021.

CITY OF CAPE MAY, NJ

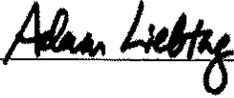
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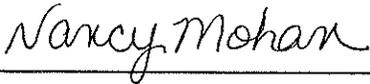
ZACHARY MUROLOCK, MAYOR



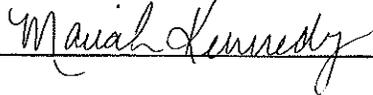
BRIAN C. SWLKE, CITY CLERK



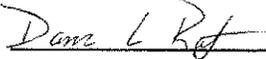
Adam Liebtog



Nancy Mohan



Mariah Kennedy



Dan L. Rof

APPENDIX A. FLEX CARE MEDICAL OPTIONS

2021-2024 FLEX CARE MEDICAL OPTIONS

	Employee Only	Employee & Dependents
FLEX CARE BENEFITS	\$1,550.00	\$2,450.00
VISION CARE	\$	\$
PRESCRIPTIONS	\$	\$
DENTAL CARE	\$	\$
DR. PRESCRIBED HEALTH AIDES	\$	\$
DEDUCTIBLE RESERVE (\$100 @)	\$	\$
20% CO-PAY RESERVE (\$400 @)		
HEALTH CLUB MEMBERSHIPS	\$	\$
OTHER ITEMS APPROVED BY CITY	\$	\$
CONTRIBUTION TO HEALTH CARE	\$	\$
STATE HEALTH BENEFIT OPTION	\$	\$

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Employees are required to select the dollar amounts for each Flex Care Option each December for the next following calendar year. Dollar amounts selected will be locked in as of the first business day of each year. Employees will be required to submit paid bills for reimbursement. Flex Care reimbursements will be made through and in conjunction with the issuance of regularly scheduled payroll. Any unused benefits will terminate at the close of the year. Employees who elect to "cash out" are not entitled to Flex Care benefits.

AUTHORIZATION: _____ DATE: _____

I understand and authorize my Flex Care Medical Options selected above.

APPENDIX B. STARTING SALARY RANGE GUIDE

(For Employees Hired on or after January 1, 2021)

Part Time Rates	\$12/hour
Recreation Aide	
Range 1	\$30,000
Keyboarding Clerk 1 Clerk 1 Records Support Technician 1 Recreation Aide	
Range 2	\$31,500
Keyboarding Clerk 2 Clerk 2 Records Support Technician 2	
Range 3	\$33,000
Violations Clerk Keyboarding Clerk 3 Clerk 3 Records Support Technician 3 Account Clerk	
Range 4	\$34,500
Sr. Account Clerk Code Enforcement Officer Trainee Recreation Leader	
Range 5	\$36,000
Deputy Municipal Court Administrator Principal Account Clerk Administrative Clerk Recreation Program Coordinator Animal Control Officer Code Enforcement Officer Technical Assistant to the Construction Official	
Range 6	\$37,500
Supervising Animal Control Officer Senior Code Enforcement Officer Principal Payroll Clerk/Clerk 3	
Range 7	\$39,000
Building Subcode Official	
Range 8	\$42,000
Program Coordinator-Special Events Public Information Assistant	
Range 9	\$44,000
Purchasing Agent	

EMPLOYEE SALARIES

<u>Name</u>	<u>2021 Base</u>	<u>2022 Base</u>	<u>2023 Base</u>	<u>2024 Base</u>
M.C.	\$62,656	\$63,909	\$65,187	\$66,491
L.E.	\$48,827	\$50,027	\$51,227	\$52,327
D.H.	\$48,960	\$50,160	\$51,360	\$52,460
G.m.	\$47,097	\$48,297	\$49,497	\$50,597
E.K.	\$46,718	\$47,918	\$49,118	\$50,218
M.P.	\$43,884	\$45,084	\$46,284	\$47,384
T.S.	\$42,496	\$43,696	\$44,896	\$45,996
C.Z.	\$39,500	\$40,700	\$41,900	\$43,000
D.R.	\$38,100	\$39,300	\$40,500	\$41,600
J.M.	\$37,450	\$38,650	\$39,850	\$40,950
M.K.	\$34,600	\$35,800	\$37,000	\$38,100
N.M.	\$36,500	\$37,700	\$38,900	\$40,000
M.H.	\$31,500	\$32,700	\$33,900	\$35,000