

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 261-09-2023

RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF CAPE MAY AND THE GOVERNMENT WORKERS UNION, UPPER MANAGEMENT UNIT, AND AUTHORIZING THE EXECUTION OF A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIES COVERING THE PERIOD JANUARY 1, 2021 THROUGH DECEMBER 31, 2024

WHEREAS, the City of Cape May (the City) and Government Workers Union (the GWU) were parties to a collective bargaining agreement covering Upper Management employees employed by the City of Cape May, which expired December 31, 2020; and

WHEREAS, the City and GWU engaged in negotiations for an collective negotiations agreement; and

WHEREAS, the City and the GWU were able to reach a tentative Memorandum of Agreement (MOA) subject to City Council approval, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference; and

WHEREAS, the GWU has already approved the tentative agreement; and

WHEREAS, the Mayor and City Council reviewed and discussed the MOA between the City and the GWU at a closed session held on Tuesday, September 19, 2023; and

WHEREAS, the City Council desires to approve the MOA and incorporate the terms in a new collective bargaining agreement between the City of Cape May and Government Workers Union;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May, County of Cape May, State of New Jersey, with the foregoing recital paragraphs incorporated herein, as follows:

1. The Recital paragraphs are incorporated as if fully set forth.
2. The City Council hereby approves the Memorandum of Agreement between the City of Cape May and Government Workers Union, representing Upper Management employees of the City of Cape May covering the period January 1, 2021 through December 31, 2024, a copy of which is attached hereto as EXHIBIT A and the Mayor and City Clerk are hereby authorized, directed and empowered to execute said Agreement on behalf of the City of Cape May as well as a final collective bargaining agreement incorporating such changes, subject to final editing as may be approved by City Manager and Labor Counsel.

3. The City Clerk is further authorized, directed and empowered to seal said Agreement with the seal of the City of Cape May.

4. This Resolution shall take effect immediately upon passage, according to law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on September 19, 2023.



Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Yeager	X					
Meier			X			
McDade	X					X
Baldwin	X				X	
Mullock	X					

cc: City Manager
Labor Counsel

THE CITY OF CAPE MAY
AND THE GWU UPPER MANAGEMENT
MEMORANDUM OF AGREEMENT

September 12, 2023

The City of Cape May (City) and the GWU Upper Management agree that this Memorandum of Agreement sets forth the material terms to be recommended for ratification by the City Council and the Upper Management membership:

1. Contract Term: A 4-year contract term from January 1, 2021 through December 31, 2024
2. Annual Salary Increases: Salary increases shall be provided as follows:
 - 2021: 2% (retroactive to January 1, 2021)
 - 2022: 4% (retroactive to January 1, 2022)
 - 2023: 5.5% (retroactive to January 1, 2023)
 - 2024: 4% (effective January 1, 2024)
3. Employee-Specific Salary Items:
 - Lou Vito:
 - The value of the stipends (\$7,500) currently paid to Mr. Vito shall become part of Mr. Vito's base salary. The \$7,500 will no longer be paid as stipends to Mr. Vito, and will instead be paid as part of Mr. Vito's annual base salary. The stipend roll-in shall be effective September 1, 2023. To date, Mr. Vito has received \$5,192 of his 2023 stipend. Therefore, the remaining 2023 stipend amount (\$2,308) for 2023 shall be rolled into Mr. Vito's base salary, effective September 1, 2023. Effective January 1, 2024, an additional amount of \$5,192 shall be rolled into Mr. Vito's base salary. At that point, Mr. Vito's base salary will include the entirety of the \$7,500 stipend.
 - Mr. Vito will also receive annual percentage salary increases in accordance with Paragraph (2) above.

- **Eric Prusinski:**

- Effective December 1, 2021, Eric Prusinski began serving in the position of Interim Superintendent of Public Works. In connection with this new title, Mr. Prusinski's annual salary was increased to \$85,000, also effective December 1, 2021. Mr. Prusinski also receives a \$4,000 stipend for serving as the City's Emergency Manager.
- The City has indicated its intent to provisionally appoint Mr. Prusinski to the title of Superintendent upon his receipt of the required CPWM Certificate for this title. Upon obtaining the CPWM Certificate, Mr. Prusinski's salary will be increased to \$95,000, which shall be effective on the date Mr. Prusinski provides proof of the CPWM Certificate to the City. Mr. Prusinski will also continue to receive the \$4,000 stipend for serving as the City's Emergency Manager.
- Mr. Prusinski will also receive annual percentage salary increases in accordance with Paragraph (2) above.

- **Robert Cummiskey:**

- \$5,000 shall be added to Mr. Cummiskey's base salary in recognition of Mr. Cummiskey's loss of vehicle usage following the passage of City Resolution No. 99-03-2021 was passed. The \$5,000 addition to base salary shall be effective and retroactive to March 16, 2021 (the date City Resolution No. 99-03-2021 was passed).
- Mr. Cummiskey will also receive annual percentage salary increases in accordance with Paragraph (2) above.

4. **Article 10; Sick Leave:** Section 10.8 shall be amended to include the following language:

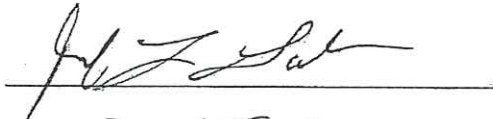
Employees hired prior to May 21, 2010 shall have the option to sell-back a maximum of five (5) Sick Days per year. Said sell back shall be requested in writing to the City Manager by November 30 of each Calendar Year.

5. **Article 12; Temporary Disability Benefits:** Pursuant to recent amendments to the State Temporary Disability Benefits Law, Section 12.3 will be amended to state:

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%~~ eighty-five (85%) of lost earnings up to the weekly benefits amount established by the State of New Jersey for twenty-six (26) weeks. At all times, the requirements for eligibility to receive this benefit shall be those set by the State Department of Labor & Workforce Development as of the date the employee applies for benefits.

6. Upon ratification of this Memorandum of Agreement by the City and the GWU Upper Management, the successor Collective Bargaining Agreement will be revised to reflect the above terms.

GWU Upper Management



Name: David Tucker

Date: 09/15/2023

City of Cape May, New Jersey



Name: Zack Mullock

Date: 9/20/23