

Agreement
Between

THE CITY OF CAPE MAY
AND
CITY OF CAPE MAY
UPPER MANAGEMENT EMPLOYEES

Represented By
Government Workers Union

January 1, 2017 through December 31, 2020

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PREAMBLE

THIS AGREEMENT entered into this 8TH day of January, 2017, 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 the Government Workers Union, Supervisors' Council 10, hereinafter called the "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 "Certification of Representative" of the Public Employment Relations Commission dated April 7, 2017 (Docket No.: RO-2017-031), 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, supervisory, upper management, 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 LEGAL REFERENCE

2.1 Nothing contained herein shall be construed to deny or restrict any unit member such rights as he/she may have under any other applicable laws and regulations.

2.2 Provisions of this Agreement should be subject to and subordinate to State Law, but nothing contained herein shall be deemed to subordinate this contract to local ordinances.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 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:

A. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees.

B. 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.

C. To suspend, demote, discharge or take other disciplinary action for good and

just cause according to law.

- D. To supervise employees and assign tasks to employees.
- E. To determine the size and qualifications of the workplace.
- F. To determine and change the methods by which its operations are to be carried out.

3.2 The exercise of the foregoing powers, rights, authority, duty 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.

3.3 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., N.J.S.A. 11A:1, et seq., any other national, state or county law or administrative code.

ARTICLE 4 GRIEVANCE PROCEDURE

4.1 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.

A. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee, group employees, or shop steward who shall also be an employee, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. 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.

B. With respect to employee grievances, no grievance may proceed beyond step 1 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 1 herein.

C. In the event an employee selects Civil Service/D.O.P. Procedure with regard to all matters which are appropriate for such procedures, the employee shall not have the right to arbitration on such matters.

4.2 Both parties shall disclose to the other, upon request, all information relevant to the examination of issues in a grievance.

4.3 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.

A. Step One. The aggrieved employee, through the stop 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 City Manager. The City Manager 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.

B. Step Two. If the grievance is not resolved at Step Two, and said grievance is not barred from arbitration, either party may submit the matter for arbitration to the Public Employment Relations Commission (PERC) within ten (10) working days after the expiration of Step Two.

- i. 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.
- ii. The Arbitrator shall be selected in accordance with PERC procedures and rules.
- iii. The Employer and the Union shall attempt to stipulate facts and issue(s) for the Arbitrator's consideration.
- iv. The decision of the arbitrator shall be final and binding upon the employer, the union and the grievant(s) to the extent permitted by law and this Agreement.
- v. 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.

vi. 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.

vii. The cost 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.

C. 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.

D. 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 5 UNION REPRESENTATIVES

5.1 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.

5.2 The Union shall advise the City in writing of the name(s) of all union representatives each January or within seven (7) days following any change of representatives.

5.3 During negotiations, the Union's representatives so authorized by the Union, not to exceed two (2), shall be excused from their normal duties for such period of negotiations as are reasonable and necessary. Such excused individuals, however, shall be available for duty in the event the need arises.

ARTICLE 6
RETENTION OF CIVIL RIGHTS
& JUST CAUSE PROVISIONS

6.1 Members shall retain all civil rights under New Jersey State Law and Federal Law.

6.2 The City shall not discharge any unit member without just cause.

ARTICLE 7
LEAVES OF ABSENCES

7.1 Employees may request a leave of absence without pay, subject to the following conditions and terms:

(A) Request for a leave of absence without pay must be submitted to the City Manager in writing, and shall state the reasons for the request, the date desired to begin the leave, and the date of intended return.

(B) A request for a leave of absence without pay for a reason other than military leave may not exceed six (6) months. No more than two (2) consecutive leaves of absence may be granted.

(C) A request for a leave of absence directly related to an injury or illness of the employee will not be granted until all available sick leave has been used. For this purpose an employee may reserve a maximum of 120 hours (15 working days) of sick leave. This shall not apply to leaves taken pursuant to the FMLA or NJ FLA.

(D) Unless otherwise required by law (i.e. FMLA or FLA leave), any employee granted an unpaid leave of absence shall not receive credit toward seniority if position or years of service; vacation, personal, or sick leave time; nor towards pension benefits.

(E) Any employee granted an unpaid leave of absence greater than ninety (90) days shall reimburse the City for the cost of health benefits in the same manner as a COBRA participant unless the City is required by law to provide continued health insurance benefits.

(F) Any employee granted an unpaid leave of absence would be guaranteed to return to the same position or level of employment that the employee held on the date the leave commenced. If the City experiences a reduction in force, or layoff, and the employee would have lost his/her position had the employee not been on leave, the employee shall not be entitled to reinstatement to the former or an equivalent position.

7.2 Family Leave.

(A) Family Leave may be granted an employee to provide care made necessary by:

1. The birth of a child of an employee.
2. The placement for adoption of a child with the employee.
3. The serious health condition of a child, parent, spouse, or spouse's parent.

(B) A serious health condition means an illness, injury, impairment, or physical or mental condition that requires:

1. In-patient care in a hospital, hospice or residential medical care facility; or
2. Continuing medical treatment or continuing supervision by a health care provider.

(C) A certificate from a licensed health care provider may be required and must:

1. Contain date of onset of the condition;
2. Probable duration; and
3. Medical facts surrounding the condition.

(D) Family Leave shall be approved on an individual basis.

(E) Family Leave shall not exceed twelve (12) weeks in any twenty-four (24) month period and:

1. Is available to each eligible employee;
2. Shall include accumulated sick time, vacation time, and compensatory time in that order. Once all accumulated benefit time has been exhausted, the balance of the leave time shall be unpaid.
3. Any qualified leave is countable against New Jersey Family Leave as well as Federal Family and Medical Leave eligibility to the extent the leave is covered by both statutes; and
4. City records will reflect the use of Family and/or family and Medical Leave in addition to other absence time.

(F) To be eligible, an employee must have:

1. Been employed for at least twelve (12) months by the City; and
2. Worked a minimum of One Thousand (1000) hours in the preceding twelve-month period.

(G) Intermittent or reduced Family Leave

1. Intermittent leave is a non-consecutive leave interval of at least one but less than twelve work weeks within a consecutive twelve-month period. The City Manager must approve intermittent leave use.

2. Reduced leave is a non-consecutive leave of up to the equivalent of twelve work weeks of not less than one work day, but not more than one work week at a time. Reduced leave cannot be scheduled over a period of more than twenty-four (24) consecutive weeks. Reduced leave requires approval by the appointing authority for leave taken for the birth or adoption of a healthy child.

(H) Notification required by employee:

1. Thirty (30) days in advance or as soon as practical for adoption or birth.
2. Fifteen (15) days in advance or as soon as practical for serious health condition.

(I) Benefits during an approved Family Leave:

1. Health Insurance shall be maintained at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously from the date of commencement of the leave to the date that the employee returns to work or the date that the coverage would have expired, whichever is sooner.

2. Other benefits will be available to employees on family leave as are available to other employees on paid or unpaid leaves of absences respectively.

7.3 Federal Family And Medical Leave.

(A) The City grants leave of absence to employees in accordance with provisions of Federal Family and Medical Leave Act, Family and Medical Leave may be granted to an employee to provide care made necessary by:

1. The birth of a child or the placement of a child for adoption or foster care except that the entitlement expires at the end of the twelve (12) month period beginning on the date of birth or placement.

2. The need of the employee to care for a child, spouse or parent with a serious health condition. A parent means a biological parent or an individual who stood in loco parents when the employee was a child. It does not include parents' in law; or

3. The employee's own serious health condition makes the employee unable to do his/her job.

(B) A serious health condition means an illness, injury, impairment or physical or mental condition that involves:

1. Any period of incapacity or treatment in connection with or resulting from inpatient care in a hospital, hospice or residential;

2. Any period of incapacity requiring absence from work, school, or other regular daily activities of more than three (3) calendar days, that also involves continuing treatment by a health care provider; or

3. Continuing treatment by a health care provider for a chronic or long term health condition that is incurable or so serious that, if not treated, would likely result in a period in incapacity of more than three calendar days; or for prenatal care.

(C) Medical certification may be required to support a request for a leave because of a serious health condition as well as to support the employee's fitness to return to work from the leave.

(D) Family and Medical Leave shall be approved on an individual basis.

(E) Family and Medical Leave shall not exceed twelve (12) weeks in any twelve (12) month period. Which twelve (12) month period shall begin on the first day that family leave commences; and

1. Leave for birth, adoption or to care for a sick parent must be shared by spouses working for the same employer;

2. Shall include accumulated sick time, vacation time and compensatory time in that order. Once all accumulated benefit time has been exhausted, the balance of the leave time shall be unpaid;

3. Any qualified leave is countable against the New Jersey Family Leave as well as the Federal family and Medical Leave to the extent the leave is covered by either or both statutes.

4. Records will show use of Family and/or Family and Medical Leave in addition to any other absence time.

(F) To be eligible, an employee must have:

1. Been employed for at least twelve months by the City; and
2. Worked a minimum of One Thousand Two Hundred Fifty (1,250) hours in the preceding twelve-month period.

(G) Intermittent or reduced Family and Medical Leave

1. Intermittent leave may last for as little as one hour or for as long as several weeks. An employer may limit leave increments to the shortest period of time the payroll system uses to account for use of leave.
2. Reduced leave schedule reduces the employee's hours per workweek or workday.
3. May be used when medical necessary in case of an employee who has a serious health condition or in the case of a child, spouse or parent whom has a serious health condition.
4. May be used for the birth or placement of a child for adoption or foster care only if the employer agrees.

(H) Notification required by employer:

1. Thirty (30) days in advance or as soon as practical.

(I) Benefits during an approved Family and Medical Leave

1. Health Insurance must be continued under the same conditions as prior to the leave.
2. Other benefits will be available to employees on family and Medical Leave as are available to other employees on paid or unpaid leaves of absences respectively.

(J) The City will apply family leave time for any employee who is absent for five (5) or more consecutive days for a reason, which qualifies as a serious health condition.

7.4 Military Leave.

(A) Any full time employee who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of the U.S. Armed Forces, and is required to engage in field training, shall be granted a military leave of absence with full pay for the period

of such training as is authorized by law (N.J.S.A. 38:23-1), and provided that he/she does not voluntarily extend such service. The employee must turn over to the City of Cape May any pay received for military service from the State of New Jersey, or the United States Government, in order to be eligible for full pay while on military leave.

(B) Leave for voluntary field training or a voluntary extension of military service, not to exceed two (2) weeks, may be granted by the City Manager, provided the activities of the department can be carried out with minimum of interruption or inconvenience. Such time shall be a leave of absence without pay.

(C) In all cases involving military leave, the employee shall provide the City Manager with a certificate verifying the call to military duty prior to departure.

(D) An employee may elect at his/her own discretion to utilize vacation leave to attend military duty.

(E) Any employee called to duty in time of war or military conflict shall be granted a leave of absence without pay until such time as the employee is discharged from active duty. The leave of absence will automatically extend for six (6) months from the date of discharge.

7.5 Jury Duty or Court Leave

An employee who is required to serve on a jury, or as a result of official City duties is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be granted the necessary time off with pay to serve on a jury, or appear before any court or other body as required by law. The employee shall notify the City Manager, in writing prior to the commencement of jury duty and provide a copy of the notice of report for jury duty, subpoena or other directive. Any pay received from any court by an employee while attending to jury duty shall be turned over to the City. If the employee completes jury duty and is able to report for work by 12:00 Noon, the employee will be required to report to work for the completion of his/her work shift. Employees are required to provide written verification from the court of jury duty service in order to be eligible for full pay.

ARTICLE 8 WORKING HOURS

8.1 Upper management employees work a standard forty (40) hour workweek. This shall include all hours which enable the employee to complete the routine duties of his/her office and to perform special duties as assigned, attend council meetings and other meetings as assigned, to work hours as required to complete critical work tasks or handle emergency conditions as they may arise.

8.2 Recognizing the above responsibilities the employee on certain occasions may

work additional hours beyond the standard workweek, and at his/her own option request an equal amount of time off. The City does not have a procedure or system for compensatory time and does not permit the accrual of uncompensated hours. However, the City reserves the right to permit a flexible schedule upon request by an employee and upon approval by the City Manager. Generally, flextime is the trading of hours worked in one day for time off on another day. Earned flextime must be used within a reasonable time period and not interfere with normal duties of the employee.

ARTICLE 9 COMPENSATION

9.1. Date of Hire and Anniversary Date. All employees hired before January 1, 2013, shall be entitled to full contractual raises as listed in Section 9.2. Employees hired during this Agreement shall receive contractual raises as follows:

- A. if the date of hire is between January 1st and June 30th, the employee will receive a full contractual raise effective on the next January 1st following the initial date of hire;
- B. 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;
- C. all subsequent raises will be in accordance with Section 9.2.

9.2 A minimum salary shall be established for each upper management position based upon experience, skill level, and marketplace conditions. Salaries for personnel currently in these positions will reflect the following:

- A. Effective retroactive to January 1, 2017, base salaries shall be increased by two(2.00%) percent over each employee's 2016 base salary.
- B. Effective January 1, 2018, base salaries shall be increased by two(2.00%) percent over each employee's 2017 base salary.
- C. Effective January 1, 2019, base salaries shall be increased by two (2.00%) percent over each employee's 2018 base salary.
- D. Effective January 1, 2020, base salaries shall be increased by two (2.00%) percent over each employee's 2019 base salary.

9.3 Employees hired prior to January 1, 2017 shall receive longevity pay as follows:

Effective January 1, 2017: Carl Behrens - 6% of base salary; Margaret Elias - 6% of base salary; Joseph Picard - 4% of base salary; Louis Vito - No longevity.

Effective January 1, 2018: Carl Behrens - 8% of base salary; Margaret Elias - 8% of base salary; Joseph Picard - 4% of base salary; Louis Vito - No longevity.

Effective January 1, 2019: Carl Behrens - Dollar value of longevity as of January 1, 2018; Margaret Elias - Dollar value of longevity as of January 1, 2018; Joseph Picard - 6 % of base salary; Louis Vito - No longevity.

Effective January 1, 2020: Carl Behrens - Dollar value of longevity as of January 1, 2018; Margaret Elias - Dollar value of longevity as of January 1, 2018; Joseph Picard - Dollar value of longevity as of January 1, 2019; Louis Vito - 1.5% of base salary. Thereafter, longevity for Louis Vito shall be frozen at dollar amount as of January 1, 2020.

Once longevity is frozen, any other salary adjustments shall be made on base salary only, not including longevity.

Employees hired or who enter the bargaining unit on or after January 1, 2017 shall not receive longevity pay. In the event a current City employee enters the bargaining unit and still receives longevity, the employee's longevity shall be frozen at the dollar amount received at the time the employee entered the unit.

ARTICLE 10 SICK LEAVE

The City shall provide paid sick leave to all Management/Professional employees and on a pro-rated basis.

10.1 Sick leave with pay shall be earned at the rate of eight (8) hours (one (1) working day) leave for every month of service during the remainder of the calendar year following the date of hire to a maximum of ninety-six (96) hours (twelve (12) working days) of paid sick leave during the first year of employment. New employees shall only receive one working day for the initial month of employment if they begin work on the first through the 8th day in the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month. No days shall be credited for the first month of employment if the employee is hired after the 23rd day of the month.

10.2 In addition to Section 10.1 above, employees hired on a full time basis shall earn sick leave after the initial year of hire, at the rate of one hundred twenty (120) hours (fifteen (15) working days) each year.

10.3 Sick leave may be used by an employee when he/she is unable to perform work by reason of personal illness (including childbirth), accidents, or exposure to contagious disease.

10.4 Sick leave may be used by an employee to attend to a seriously ill member of the immediate family (as defined in this paragraph) for a period not to exceed four (4) weeks.

Immediate family, for the purpose of this section shall be defined as husband, wife, child, stepchild, mother, father, brother, sister, guardian, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law and brother-in-law. Reasonable verification of the event may be requested by the City.

10.5 Sick leave may be used in the case of a death of a member of the immediate family (as defined in E above) not to exceed forty (40) hours (five (5) working days) for each instance. Such leave time may be requested in addition to Bereavement leave when an employee requires additional time to grieve the loss of a family member.

10.6 Sick leave must be taken in a minimum one-half (1/2) day (four (4) hour) increments. However, with reasonable advance notice and prior approval of the City Manager, an employee may be able to take sick leave in hourly increments.

10.7 Sick leave will be prorated and credited for months of actual service during the last year of employment.

10.8 Unused sick leave may be accumulated and carried forward from year to year until termination of employment. Employee who have retired and used more sick leave than they have earned (on a pro-rated basis) will be required to reimburse the City for any used but unearned sick leave.

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

10.10 An employee is required to notify the City Manager, as of the employee's usual reporting time, of his/her absence from work and use of available sick leave. An employee absent on sick leave for five (5) days or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. Also, when in the opinion of the City Manager, the use of sick leave appears to be excessive or abusive (i.e. used to extend weekends or time off, etc.) of total ten (10) or more days in a calendar year the City may request acceptable medical evidence substantiating the illness or reason for the absences.

10.11 No deduction shall be made from an employee's sick or other leave balance(s) when absent from work due to related injuries that qualify for worker's compensation benefits. Time off taken in connection with injuries or sickness that do not qualify for worker's compensation payments shall be deducted from the employee's sick leave balance.

10.12 An employee shall not be reimbursed for accrued sick leave at the time of termination of employment, except when an employee terminates employment by reason of retirement. Should an employee retire with less than twenty-five (25) years of service such an employee shall be reimbursed for twenty-five (25%) percent of all accumulated sick leave time; or should an employee retire with twenty-five (25) or more years of service such an employee

shall be reimbursed for fifty (50%) percent of all accumulated sick leave time. The employee's annual compensation at the time of retirement, excluding uniform pay, shall be used to calculate the amount of the reimbursement. In no case shall the amount of reimbursement of sick leave time exceed fifteen thousand dollars (\$15,000.00) in gross pay. Payment for unused sick leave upon retirement will be made in the next subsequent payroll period, unless the retiree and the City mutually agree to a future date for payment.

10.13 In the event the reason for sick leave absence also qualifies for family leave under the Federal Family and Medical Leave Act (FMLA) or the New Jersey Family Leave Act (FLA), then the sick leave taken shall also apply against the leave entitlement under either or both the FMLA or the FLA, as applicable.

ARTICLE 11 RETIREMENT COMPENSATION; COBRA

11.1 Retirement Compensation

The City of Cape May participates in the State of New Jersey pension system, which includes the Public Employees Retirement System (PERS). Employees will retire by the State of New Jersey established laws, rules and regulations governing pensions including eligibility, enrollment, pension contributions, arrears and buy-back payments, loans, qualifications for vesting pension benefits and retirement benefits. In order to receive the retirement compensation, an employee must retire from employment with the City under the established criteria of the respective retirement system for the individual's position. It shall be the policy of employees to provide the City with ninety (90) calendar days of notice of their intention to retire.

11.2 Health Benefits COBRA

The City will make available continued medical insurance coverage to eligible participants (employees and qualified beneficiaries) in compliance with the requirements of the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA). Qualified participants may elect to maintain medical insurance coverage in one of the City's plans, at their own expense, if loss of medical coverage occurs as a result of one of the following qualifying events:

- (A) Termination of the covered employee (voluntary or involuntary), except for gross misconduct, (eighteen (18) months).
- (B) Reduction of the employee's hours so that the employee and dependents, if any, no longer meet the group's coverage eligibility requirements (eighteen (18) months).
- (C) A disabling injury under the Social Security Act (twenty-nine (29) months).
- (D) Death of a covered employee (thirty-six (36) months for dependents).

(E) Non-Medicare spouse and dependents of an employee entitled to Medicare (thirty-six (36) months).

(F) Divorce or legal separation of the covered employee and his/her spouse (thirty-six (36) months).

(G) Loss of dependent child status under the terms of the employers' plan (thirty-six (36) months).

11.3 COBRA Eligibility

A qualified beneficiary (COBRA-eligible) is a person who, on the day before a qualifying event, is covered under a group health plan maintained by an employer. Continuation of coverage is available to:

- (A) An active, covered employee;
- (B) Spouse of an active, covered employee; or
- (C) Eligible dependent child of an active, covered employee.

11.4 COBRA Benefits

(A) The City will provide each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the City's health insurance plan. The notice contains important information about the employee rights and obligations. Employees and/or qualified beneficiaries shall notify the City of any qualifying event.

(B) When a member and/or his/her spouse become eligible for Medicare/Medicaid, the City's health plan shall remain in effect as secondary provider. The City's maximum liability as secondary provider shall be as per the insurance plan as selected by the individual.

(C) Upon written request, retirees shall receive descriptions of their health benefits annually.

ARTICLE 12 INSURANCE, HEALTH AND WELFARE

12.1. 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 12.6 below.

12.2. The City shall have the right to change health benefits carriers so long as substantially similar benefits are provided.

12.3 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%) of lost earnings up to the weekly benefit amount established by the State of New Jersey for twenty-six (26) weeks.

12.4. 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 entire cost of health benefit coverage 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 12.6 below unless the employee had 20 years of service as of June 20, 2011. 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.

12.5. The City shall provide the New Jersey Direct 15 Option for all employees, subject to the cost contribution set forth in paragraph 12.6. 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.

12.6 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%	26.000%	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. Employees with 20 years as of June 20, 2011 are not required to contribute. The contribution shall not be less than 1.5% of the employee's salary or the retiree's pension.

12.7 Opt-Out

A. 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 therefore shall not be subject to the collective bargaining process.

B. 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.

C. The incentive shall begin to be paid to the employee no later than the first quarter after the effective date of the option.

D. 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.

E. 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

12.8. 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.

12.9 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).

12.10 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 prior to January 31, 2019 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.

12.11 Upper management employees will be provided a life insurance in accordance with the following terms and conditions:

A. Upper management employees will be provided a life insurance and accident death and dismemberment policy with a face value amount of \$10,000.00 for each actively working full time employee. This policy value will automatically reduce to sixty (60%)

percent at age sixty-five (65), and fifty (50%) percent at age seventy (70).

B. Coverage will commence after sixty (60) day waiting period from the date of hire.

C. The City may require an employee to provide evidence of insurability by means of taking a physical exam before coverage will commence. Any required physical exam will be at the expense of the employee.

D. Life Insurance coverage ceases upon an employee's termination of active employment, including by reason of retirement, or a leave of absence, except the coverage will continue for a family or medical leave under the Federal Family and Medical Leave Act and/or the New Jersey Family Leave Act for a maximum of twelve (12) weeks. Upon termination for any reason, employees may continue life insurance coverage at their own expense.

E. Upon retirement, all full time employees may convert and purchase the life insurance coverage (\$10,000.00) limit from the City's provider; such conversion and purchase must be executed within the first thirty one (31) days following retirement.

F. A copy of the actual life insurance policy terms and conditions is on file in the City Clerk's office.

ARTICLE 13
TIME OFF

13.1 Vacations.

Upper management employees shall receive paid vacations in accordance with the following schedule:

YEARS OF SERVICE	VACATION DAYS
1 ST	1 day per month
2 ND thru 5 TH	12 days per year
6 TH thru 12 TH	15 days per year
13 TH thru 19 TH	20 days per year
20 TH & over	25 days per year

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.

A. Vacation leave will be credited to each employee hired prior to January 1st, 2000 on January 1st of each year regardless of the actual date of hire. Any employee hired after January 1st, 2000 shall receive full vacation credit on his/her actual anniversary date of hire.

B. Vacation leave will be prorated and credited for the months of actual service during the last year of employment.

C. 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. Up to one (1) year of unused vacation may be carried forward only into the next succeeding year unless there is an emergency condition in the next succeeding year as set forth by the City Manager which prevents the employee from utilizing the unused vacation time in that year. In that circumstance alone, the employee may carry the unused vacation time into the third year.

13.2 Holidays.

Upper management employees shall be entitled to fourteen (14) paid holidays. 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, Jr., Birthday |

A holiday shall be granted to all employees covered under this agreement, 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.

13.3 Personal Leave.

Upper management employees will earn and take personal leave as follows:

A. Personal leave with pay shall be earned at the rate of eight (8) hours (one working day) leave for every four (4) months of service during the remainder of the calendar year following the date of hire to a maximum of twenty four (24) hours (3 working days) of paid personal leave during the first (1st) year of employment. For any employee hired after the fifteenth (15) day of November no personal leave will be earned until start of the first full year of employment.

B. In addition to Section 13.3 A. above, employees hired on a full time basis

shall earn personal leave after the initial year of hire at the rate of twenty four (24) hours (3 working days) each year.

C. Personal Leave must be used in the current year, and may not be carried forward.

D. Personal leave may only be taken in minimum one-half (1/2) day (4 hour) increments.

E. Personal leave does not require prior approval, but each employee must report to the City Manager intended use of personal leave at least two (2) hours prior to the start of the employee's work shift.

ARTICLE 14 PROFESSIONAL LIABILITY INSURANCE

Upper management employees shall be covered by appropriate insurance purchased by the City of Cape May. The City agrees to provide legal representation for all Upper management employees if litigation should develop as a result of actions performed in the line of duty as a City employee. Additionally, the City will indemnify and save harmless the management and professional employees from any liability for personal injury or property damage which may result from actions undertaken by the employee during the normal course of employment. The provisions of this Article are subject to the terms and conditions of Chapter 32 of the City Code as in effect on the date of this Agreement.

ARTICLE 15 DUES CHECKOFF AND REPRESENTATION FEE

15.1 The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. In addition, the City agrees to deduct from the salaries of its employees subject to this Agreement but not members of the Union a representation fee in lieu of dues for services rendered by the majority representative, in an amount equal to 85% of the regular membership dues, fees and assessment paid by members of the Union, less the cost of benefits financed through the dues and assessment and available to and benefiting only members of the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws 1967, N.J.S.A. (R.S.) 52:14-15.9 (E) as amended. Said monies together with records of any corrections shall be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

15.2 If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice prior to the effective date of such change and such notification shall be signed by the President and Financial Secretary of the Local Union.

15.3 The Union shall indemnify, defend and save the City harmless against any and all claims, demands suits or other forms of liability, which may arise by reason of any deductions

and remitting the same pursuant to this Article.

ARTICLE 16
SEVERABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement of any employee, member or group of employees or members is held to be invalid by operation of law by any court or other tribunal of competent jurisdiction, then such provisions and application shall be deemed inoperative; however, any other provisions and applications contained herein shall continue in full force and effect and shall not be affected thereby.

ARTICLE 17
EDUCATION AND TRAINING

The City shall provide training to all upper management employees in the proper use and safety of any equipment required in the performance of job duties. Also, the city encourages upper management employees to attend seminars and conferences providing information and instruction relative to the performance of duties including administrative and statutory requirements. Upper management employees will be subject to the following terms and conditions regarding training and education:

17.1 The City shall pay for cost of seminar and conference registration fees subject to available budget appropriations.

17.2 Any management employees must get approval of the City Manager prior to making application to attend any seminar or conference.

17.3 The City shall permit upper management employees authorized to attend seminar or conferences during the regular workday to count the hours attending seminar or conferences as "other" time worked.

17.4 Any upper management employee authorized to attend a seminar or conference that requires travel, meals, or overnight stay may request reimbursement of such expenses subject to available budget appropriations provided such expenses are approved in advance. An employee requesting to stay overnight in an area not normally provided for must obtain the approval of the City Manager prior to the scheduled training or conference.

ARTICLE 18
FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been subject of negotiations. The intent and purpose of this paragraph is to give the parties opportunity to review and revise titles and salary ranges to keep them competitive and current.

ARTICLE 19
DURATION

This Agreement shall be in full force and effect as of January 1, 2017 and shall remain in effect to and including December 31, 2020 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred twenty (120) nor no later than ninety (90) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement. Any Agreement so negotiated shall apply to all upper management employees, be reduced to writing and be signed by the parties:

ARTICLE 20
STIPENDS

As of the execution of this contract, no employee receives a stipend. In the event a stipend position becomes available and is covered by this unit, the City shall negotiate with the union regarding the amount of the stipend.

ARTICLE 21
NO STRIKE PLEDGE

21.1 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.

21.2 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.

21.3 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.

21.4 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 22
NON-DISCRIMINATION

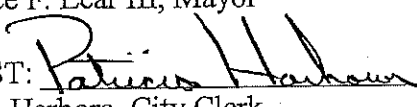
22.1 There shall be no discrimination by the City or the Union against an employee based upon the employee's race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, and mental or physical disability, perceived disability, and AIDS and HIV status.

22.2 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.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at City of Cape May, New Jersey on this 21 day of December 2017.

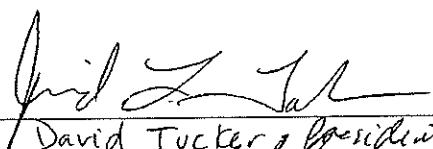
CITY OF CAPE MAY,
COUNTY OF CAPE MAY, NJ

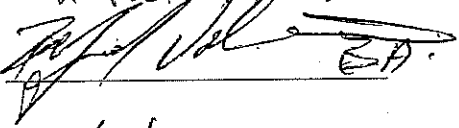
BY: 
Clarence F. Lear III, Mayor

ATTEST: 
Patricia Harbora, City Clerk

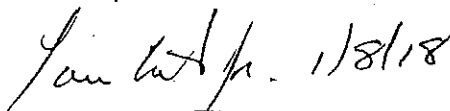
DATE: 12-21-2017


GWU

BY: 
David Tucker, President

ATTEST:  EA.

DATE: 1/8/18

 1/8/18

 1/8/18

APPENDIX A
2017-2020 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	\$	\$

.....

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
CLOTHING ALLOWANCE

The Superintendent of Public Works and Water and Sewer and the Construction Official/Plumbing Subcode Official/Zoning Official shall be paid six hundred and seventy five (\$675.00) dollars each year, for the purchase and maintenance of clothing and protective work shoes or boots. The Municipal Court Administrator will not be paid a clothing allowance, but will be reimbursed for clothing damaged in the performance of his or her duties.

APPENDIX C
TITLES COVERED BY AGREEMENT

Superintendent of Public Works
Superintendent of Water Sewer
Construction Official
Municipal Court Administrator

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

RESOLUTION NO. 288-12-2017

RESOLUTION APPROVING
GWU COLLECTIVE BARGAINING AGREEMENT FOR
UPPER MANAGEMENT EMPLOYEES

MOTION: Meier

SECOND: Pessagno

WHEREAS, the City of Cape May (the "City") and Government Workers Union (the "GWU"), as the bargaining representative for the Upper Management Employees (the "Upper Managers"), have been in negotiations for a new Collective Bargaining Agreement; and

WHEREAS, the Collective Bargaining Agreement for the Upper Managers expired on December 31, 2016; and

WHEREAS, the negotiated Collective Bargaining Agreement for the Upper Managers is attached hereto as EXHIBIT A (the "Collective Bargaining Agreement"); and


WHEREAS, the Collective Bargaining Agreement has been ratified by the Upper Managers; and

WHEREAS, the City therefore desires to approve the Collective Bargaining Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May, County of Cape May, State of New Jersey, that the Collective Bargaining Agreement between the City and the GWU with respect to the Upper Managers, as set forth on EXHIBIT A attached hereto, is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized and directed to execute the Collective Bargaining Agreement and that the Manager is hereby authorized and directed to effectuate the terms and conditions set forth therein.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council at a meeting held on December 19, 2017.


Patricia Harbora, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain
Furlin	X			
Hendricks	X			
Meier	X			
Pessagno	X			
Lear	X			

EXHIBIT A

