

Agreement
Between

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

Represented By
UAW LOCAL 2327

January 1, 2005 through December 31, 2008

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PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 2005, by and between the City of Cape May, County of Cape May, a municipal corporation in the State of New Jersey, hereinafter referred to as the “City” and the City of Cape May Upper Management/Professional Employees, UAW Local 2327, hereinafter referred to as the “Union”, represents the complete and final understanding on all bargainable issues between the City and the Union.

ARTICLE I **RECOGNITION**

The City of Cape May, New Jersey recognizes that UAW Local 2327, hereinafter known as “Union”, as the exclusive negotiating representative for collective negotiations concerning the terms and conditions of employment for upper management and professional employees employed by the City including Construction Official, Director of Civic Affairs, Superintendent of Public Works, Superintendent of Water and Sewer and Court Administrator, but excluding all other employees of the City.

ARTICLE II **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 III **MANAGEMENT RIGHTS**

- 3.1 The City hereby retains and reserves unto itself, 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 the United States.
- 3.2 The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policy, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent that specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the United States and the ordinances of the City of Cape May
- 3.3 Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authorities 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 et. Seq., any other national, state or county law or administrative code.

ARTICLE IV
GRIEVANCE PROCEDURE

- 4.1 The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- 4.2 Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member(s) of Administration.
- 4.3 The term “grievance”, as used herein, means any controversy arising over the interpretation, application or alleged violation of this Agreement affecting the terms and conditions of employment. A “grievance” may be raised by an individual or the Union.
- 4.4 The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or the Union shall institute action under the provisions hereof within sixty (60) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate Supervisor for the purpose of resolving the matter informally. Failure to act within said sixty (60) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within twenty (20) calendar days after the initial discussion with his/her Supervisor, the employee or the Union may present the grievance in writing within fifteen (15) calendar days thereafter to the City Manager or his/her designated representative. The written grievance at this step shall contain the relevant facts and a summary of the oral discussion, the applicable section of the contract violated and the remedy requested by the grievant. The City Manager or his/her designated representative will answer the grievance in writing within thirty (30) calendar days of receipt of this written grievance.

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

incurring it. The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

- 4.5 The designated Union Representative(s) shall be permitted to confer with employees and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without the loss of pay, provided the conduct of said business shall not diminish the effectiveness of said employees.
- 4.6 The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.
- 4.7 In the event the aggrieved elects to pursue remedies available through the New Jersey Department of Personnel, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until the expiration of at least thirty (30) calendar days after the decision rendered by the City Manager or his/her designated representative on the grievance. In the event the grievant pursues his/her remedies through the New Jersey Department of Personnel, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred shall be paid by the grievant or Union.

ARTICLE V **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 VI
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 VII
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.
 - (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:
- The birth of a child of an employee.
 - The placement for adoption of a child with the employee.
 - 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:
- In-patient care in a hospital, hospice or residential medical care facility; or
 - 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:
- Contain date of onset of the condition;
 - Probable duration; and
 - Medical facts surrounding the condition.
- (D) Family Leave shall be approved on an individual basis.
- (E) Family Leave shall not exceed 12 weeks in any 24 month period and:
- Is available to each eligible employee;
 - 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.
 - 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
 - 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;
- Been employed for at least twelve (12) months by the City; and
 - Worked a minimum of 1000 hours in the preceding twelve-month period.
- (G) Intermittent of reduced Family Leave
- 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.
 - 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 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:
 - 30 days in advance or as soon as practical for adoption or birth.
 - 15 days in advance or as soon as practical for serious health condition.

- (I) Benefits during an approved Family Leave:
 - 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.
 - Other benefits will be available to employees on family leave as are available to other employees on paid or unpaid leaves of absences respectively.

7.2.1 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:
 - 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 12 month period beginning on the date of birth or placement.
 - The need of the employee to care for a child, spouse or parent with a serious health condition; or (1) 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.
 - 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:
 - Any period of incapacity or treatment in connection with or resulting from inpatient care in a hospital, hospice or residential;
 - 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
 - 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 12 weeks in any twelve (12) month period. Which twelve (12) month period shall begin on the first day that family leave commences, and;
 - Leave for birth, adoption or to care for a sick parent must be shared by spouses working for the same employer;
 - 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;
 - 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.
 - 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:
 - Been employed for at least twelve months by the City; and
 - Worked a minimum of 1,250 hours in the preceding twelve-month period.
- (G) Intermittent or reduced Family and Medical Leave
 - 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.
 - Reduced leave schedule reduces the employee's hours per workweek or workday.
 - 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.
 - 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:
 - Thirty (30) days in advance or as soon as practical.
- (I) Benefits during an approved Family and Medical Leave
 - Health Insurance must be continued under the same conditions as prior to the leave.
 - 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.

7.3 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.

7.4 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 VIII WORKING HOURS

- 8.1 Upper Management/Professional 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 IX COMPENSATION

- 9.1 A ~~four (4)~~ minimum salary shall be established for each Management/Professional position as described in Appendix A of this Agreement. Salaries for personnel currently in these positions will reflect the following:
- Effective retroactive to January 1, 2005, base salaries shall be increased by ~~three and one half (3.5%)~~ four (4%) percent over each employee's ~~adjusted~~ 2004 base salary, with the exception of the Construction Official.
 - Effective ~~retroactive to~~ January 1, 2006, base salaries shall be increased by ~~three and one half (3.5%)~~ four (4%) percent over each employee's 2005 base salary. ~~with the exception of the Construction Official.~~
 - Effective January 1, 2007, base salaries shall be increased by ~~three and one half (3.5%)~~ four (4%) percent over each employee's 2006 base salary.
 - Effective January 1, 2008, base salaries shall be increased by ~~three and one half (3.5%)~~ four (4%) percent over each employee's 2007 base salary.
- 9.2 In addition to salary, employees hired prior to July 1, 1999 shall receive longevity pay to be computed at 2% of the employee's base salary for every five (5) years of completed service, to the maximum of 10%. Longevity pay shall be computed from the original date of employment. For employees hired prior to July 1, 1999, the anniversary date for this purpose shall be January 1st, for hires through July 1st, and for those hired after July 1st, the anniversary date shall be January 1st of the following year.

ARTICLE X SICK LEAVE

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

- (A) Sick leave with pay shall be earned at the rate of eight (8) hours (one 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 (12 working days) of paid sick leave during the first year of employment. For any employee hired after the fifteenth (15) day of the month no sick leave will be earned until the first full month of employment.

- (B) In addition to paragraph "A" 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 (15 working days) each year.
- (C) 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.
- (D) 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.
- (E) 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 (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.
- (F) Sick leave must be taken in a minimum one-half (1/2) day (4hour) increments.
- (G) Sick leave will be prorated and credited for months of actual service during the last year of employment.
- (H) 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.
- (I) 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.
- (J) 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.

- (K) 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 twelve thousand dollars (\$12,000.00) 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.
- (L) 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 XI **RETIREMENT COMPENSATION AND HEALTH BENEFITS**

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 Retirement Health Benefits

Retirement shall be defined and established by the criteria of the respective retirement system for the individual's position, with the exception of deferred retirement.

Management/Professional employees, who retire on or after December 20, 2001 with twenty-five (25) or more years of service with the City of Cape May, shall receive health benefits coverage (medical/major medical) for the retiree and his/her family.

- **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, (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 (18 months)
- (C) A disabling injury under the Social Security Act (29 months)
- (D) Death of a covered employee (36 months for dependents)
- (E) Non-Medicare spouse and dependents of an employee entitled to Medicare (36 months)
- (F) Divorce or legal separation of the covered employee and his/her spouse (36 months)
- (G) Loss of dependent child status under the terms of the employers' plan (36 months)

- **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
 - (C) Eligible dependent child of an active, covered employee
- 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.
 - 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.

- Upon written request, retirees shall receive descriptions of their health benefits annually.

ARTICLE XII
INSURANCE, HEALTH AND WELFARE

- 12.1 The City shall continue to provide and maintain group a health benefits coverage, and dependent coverage, for all full-time employees. Employees covered by this collective bargaining agreement will receive health benefits as follows:
- A. Medical coverage shall consist of a Comprehensive Major-Medical insurance plan.
 - B. Employees hired before June 1, 2005, will continue to have their existing health insurance plan paid by the City. If they transfer to a plan, other than State Health Benefits Plus, Aetna, or other single health insurance plan coverage, they will be deemed to have forfeited their flex care benefit. This does not apply to these employees who switch coverage within the same plan. Employees who elect to “cash out” their health insurance benefits will be entitled to \$4,000 or 50%, whichever is greater, of their health plan premium and will no longer be entitled to the City’s flex care program, providing they have not switched from a plan fully paid by the City as identified above. In the event they have switched from a fully paid plan, they will be entitled to \$4,000 or 50%, whichever is greater, of the City offered health plan premium and will no longer be entitled to the City’s flex care program.
 - C. Employees hired after June 1, 2005 will be offered any State Health Benefits Plus, Aetna, or any other single coverage health insurance plan, at no cost. In the event that the employee desires to select any other plan, they will not qualify for the City’s Flex Care Program. Employees who elect to “cash out” their health insurance benefits will be entitled to \$4,000 or 50%, whichever is greater, of the City offered health plan premium and will no longer be entitled to the City’s flex care program.
 - D. The City also provides a Flex Care Program, to those qualified employees. This program is shown in Appendix “C”. Qualified employees shall provide receipts for items covered under this program.
 - E. Medical insurance coverage will commence after a sixty (60) day waiting period for all new employees. New employees providing a certification of continued insurance from a prior employer would be provided medical insurance coverage in compliance with HIPPA regulations.
 - F. Upon retirement after twenty-five (25) years of service to the City regardless of age, the City will pay the entire cost of group health benefit coverage 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.

- G. For all actively working employees entitled to health benefits, the City's health benefits will be considered the primary coverage regardless of age, and regardless of other health benefits. For retirees covered by City health benefits that are or become eligible for Medicare, Medicare will become the primary coverage. Retirees will have deductibles held to 80-20, assuming there is no other plan offered with a deductible of less than 20%
- H. The City shall have the right, as it determines to be necessary and appropriate, to change health benefits carriers so long as the change in carriers has no effect on the level of benefit.
- I. A copy of the actual group health insurance policy terms and conditions is on file in the City Clerk's Office.
- J. A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information.

12.2 Upper Management/Professional employees will be provided a life insurance in accordance with the following terms and conditions.

- A. Upper Management/Professional 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.

12.3 If the City desire to change any of the present plans, provisions or carriers and the other bargaining units in the City agree to the change(s) the Upper Management/Professional employees will also agree to change.

12.4 If the City desires to change any of the present plans or carriers for this unit only, the benefits in any new plan(s) shall be the same or better than the plan(s) presently in effect. The City shall notify the Union three (3) months in advance of any proposed changes.

ARTICLE XIII
TIME OFF

13.1 Vacations
Management and professional 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

In determining the years of service, the City may use the years of professional experience with prior employers. However, this is not required.

13.2 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.

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

13.4 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.

13.5 Holidays

Upper Management/Professional employee 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.

13.6 Personal Leave

Upper Management/Professional employee 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 paragraph "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 XIV
PROFESSIONAL LIABILITY INSURANCE

Upper Management/Professional 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/Professional 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 Section are subject to the terms and conditions of Section 2-54 of the City Code as in effect on the date of this Agreement.

ARTICLE XV
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 XVI
SEPARABILITY 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 XVII
EDUCATION AND TRAINING

- 17.1 The City shall provide training to all Upper Management/Professional employees in the proper use and safety of any equipment required in the performance of job duties. Also, the city encourages Upper Management/Professional employees to attend seminars and conferences providing information and instruction relative to the performance of duties including administrative and statutory requirements. Upper Management/Professional employee will be subject to the following terms and conditions regarding training and education:
- A. The City shall pay for cost of seminar and conference registration fees subject to available budget appropriations.
 - B. Any Upper Management/Professional employee must get approval of the City Manager prior to making application to attend any seminar or conference.
 - C. The City shall permit Management/Professional employees authorized to attend seminar or conferences during the regular workday to count the hours attending seminar or conferences as “other” time worked.
 - D. Any Upper Management/Professional 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 over night in an area not normally provided for must obtain the approval of the City Manager prior to the scheduled training or conference.

ARTICLE XVIII
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.

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 Appendix's "A" or "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 titles and salary ranges to keep them competitive and current.

**ARTICLE XIX
DURATION**

This Agreement shall be in full force and effect as of January 1, 2005 and shall remain in effect to and including December 31, 2008 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 (12) 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/Professional employees, be reduced to writing and be signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at City of Cape May, New Jersey on this _____ day of _____ 2005.

CITY OF CAPE MAY
Cape May County, NJ

UAW, LOCAL 2327
Region 9

Appendix A

Union Positions

Construction Official

Director of Civic Affairs

Superintendent of Public Works

Superintendent of Water & Sewer

Court Administrator

Appendix B

Minimum Starting Salary Guide

Job Title	Salary
Construction Official	\$60,000
Director of Civic Affairs	\$57,628
Superintendent of Public Works	\$60,492
Superintendent of Water & Sewer	\$66,194
Court Administrator	\$49,680

Appendix C

2005 FLEX CARE MEDICAL OPTIONS

	Employee Only	Employee & Dependents
FLEX CARE BENEFITS	<u>\$1,300.00</u>	<u>\$2,100.00</u>
VISION CARE	\$	\$
PRESCRIPTIONS	\$	\$
DENTAL CARE	\$	\$
DR. PRESCRIBED HEALTH AIDES	\$	\$
DEDUCTIBLE RESERVE (\$100 @)	\$	\$
20% CO-PAY RESERVE (\$400 @)	\$	\$
OTHER ITEMS APPROVED BY CITY	\$	\$

.....

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. Employees selecting premium health insurance plans may also forfeit Flex Care benefits. See the specific employee union contract for qualification details.

.....

AUTHORIZATION: _____ DATE: _____
I understand and authorize my Flex Care Medical Options selected above.

Appendix D

Clothing Allowance

The Superintendent of Public Works and Water and Sewer 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 Director of Civic Affairs and Construction Official will not be paid a clothing allowance, but will be reimbursed for clothing damaged in the performance of his or her duties.