

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

RESOLUTION NO. 223-08-2023

RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF CAPE MAY AND THE GOVERNMENT WORKERS UNION, MIDDLE MANAGEMENT UNIT, AND AUTHORIZING THE EXECUTION OF A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIES COVERING THE PERIOD JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

WHEREAS, the City of Cape May (the City) and Government Workers Union (the GWU) were parties to a collective bargaining agreement covering Middle Management employees employed by the City of Cape May, which expired December 31, 2021; and

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

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

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

WHEREAS, the Mayor and City Council reviewed and discussed the MOA between the City and the GWU at a closed session held on Tuesday, August 15, 2023; and

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

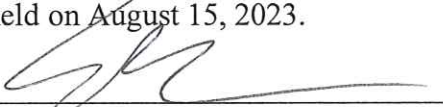
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May, County of Cape May, State of New Jersey, with the foregoing recital paragraphs incorporated herein, as follows:

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

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

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

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on August 15, 2023.


Erin C. Burke, City Clerk

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

cc: City Manager
Labor Counsel

**THE CITY OF CAPE MAY
AND THE GWU MIDDLE MANAGEMENT
MEMORANDUM OF AGREEMENT**

August 10, 2023

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

1. **Contract Term:** A 3-year contract term from January 1, 2022 through December 31, 2024;
2. **Annual Salary Increases:** Salary increases shall be provided as follows:
 - **2022:** 4% (retroactive to January 1, 2022)
 - **2023:** 5.5% (retroactive to January 1, 2023)
 - **2024:** 4% (retroactive to January 1, 2024)
3. **Article 1; Recognition.** The City and the GWU agree to mutually review and discuss whether additional titles should be added to the bargaining unit. The determinations will be based on the description of the bargaining unit under Article 1 and the Civil Service job description(s) for the respective title(s). The parties further agree to review and discuss whether any currently designated employee titles should be changed based on the applicable Civil Service job description.
4. **Article 5; Union Representatives.** The following shall be added to Article 5 as Section 5.4:

Employees who are representatives of the GWU Middle Management may request time off with pay to attend GWU Executive Board Meetings, Special Meetings, conventions, and/or training. Such requests shall be submitted to the City Manager no less than one (1) week prior to the start of the Executive Board Meeting, Special Meeting, convention, or training. The City Manager's decisions will be made on a case-by-case basis.
5. **Article 10; Sick, Disability, and Bereavement Leave.** Where applicable, the parties will revise Article 10 to recognize and confirm that, in accordance with N.J.S.A. 11A:6-19.2 (P.L. 2019, c.3, §1), employees hired on or after May 21, 2010 shall not be eligible to sell back any accumulated sick days, and shall only be entitled to payment for accumulated sick days upon retirement from PERS, which shall be subject to the monetary caps under N.J.S.A. 11A:6-19.2 and Section 10.6 of Article 10.

6. Article 23; On-Call Stipend.

- The annual On-Call Stipend shall be increased from \$2,750 to \$3,000.
- The four (4) employees who currently receive the On-Call Stipend will have the On-Call Stipend rolled into their base salary in the amount of \$3,000. Those four (4) employees will no longer receive the annual On-Call Stipend, but their base salaries will be permanently increased from the roll-in.
- Members who join the GWU Middle Management on or after August 10, 2023 will receive the \$3,000 On-Call Stipend. Unless otherwise negotiated between the parties and confirmed through a duly approved agreement, the On-Call Stipend will not be rolled into the new members' base salary.

7. Article 23; Water/Sewer License Stipends. The annual Stipends for Water/Sewer Licenses shall be increased as follows:

- C-1/T-1/W-1: \$450 (no increase)
- C-2/T-2/W-2: \$550 increased to \$750
- C-3/T-3/W-3: \$650 increased to \$850

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

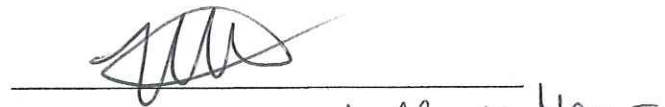
GWU Middle Management



Name: David Tucker, President

Date: 08.10.2023

City of Cape May, New Jersey



Name: Zachary Mullock, Mayor

Date: 8/16/2023