

**Agreement
Between**

**CITY OF CAPE MAY, NEW JERSEY
AND
GOVERNMENT WORKERS UNION
for
COMMUNICATIONS EMPLOYEES**

January 1, 2017 through December 31, 2020

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PREAMBLE, This Agreement entered into this ____ day of _____, , 2018by 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 Government Workers Union, hereinafter called "UNION" represents the complete and final understanding on all of the bargainable issues between the City and Union.

ARTICLE 1

RECOGNITION

In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated February 21, 2017 (Docket No.:RO-2017-027), the City recognizes the Union as the exclusive collective negotiating agent for all employees covered in the aforementioned certification and more specifically, all regularly employed, non-supervisory white collar employees of the City of Cape May, but excluding all, professional, and craft employees, police, seasonal employees, and supervisors within the meaning of the Act. A list of titles covered by this Agreement shall be affixed as an appendix to this Agreement. The City and the GWU agree and acknowledge that this Agreement shall cover the terms and conditions of the Communications Workers only and shall be separate and apart from the collective bargaining agreement covering the white collar employees by the City.

ARTICLE 2

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, but subject to applicable rules and regulations of the Civil Service Commission, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
4. To change the work schedule of the employees subject to compliance with applicable federal and state laws and further subject to negotiating the economic impact of such change.
5. To supervise employees and assign tasks to employees.
6. To determine the size and qualifications of the workforce.

7. To determine and change the methods by which its operations are to be carried out.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and by conformance with the Constitution and laws of New Jersey and the United States.

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

ARTICLE 3

GRIEVANCE PROCEDURE

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

1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee, group of employees, or 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.

2. 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.

3. 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.

B. Both parties shall disclose to the other, upon request, all information relevant to the examination of issues in a grievance. C. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

1. **Step One:** The aggrieved employee, through the shop steward or the union, shall present the grievance, in writing, within ten (10) working days of the occurrence, or within ten (10) working days of when the employee should have reasonable known of its occurrence, to the Chief of Police or his designee. The Chief or designee shall have ten (10) working days to respond, in writing, to the matter. Failure to act within said ten (10) working days shall be deemed to constitute

an abandonment of the grievance.

2. **Step Two:** If the grievance is not resolved at Step One, the Union may submit the matter, in writing, within ten (10) working days to the City Manager and/or his designee. The City Manager or designee shall have ten (10) working days to respond, in writing, to the grievance.

3. **Step Three:** 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 the Agreement shall be intended to compel the Union to submit a contractual grievance to arbitration. The Union's decision to submit a 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 issues(s) for the Arbitrator's consideration.

iv. The decision for the arbitrator shall be final and binding upon the employer, the union and the grievant(s) to the extent permitted by the law and this Agreement.

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 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 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 costs 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 the 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.

4. 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 the time limits from processing the grievance at any step in the grievance procedure.

5. 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.

C. Union Representation in Grievance Procedure

1. At the request of the aggrieved employee, the shop steward or local officer may participate in the grievance procedure at step one.

2. The business manager, the shop steward, local officer of the Union may participate in the grievance procedure at step two.

3. The business manager, the shop steward, local officer or international representative of the Union may participate in the grievance procedure at step three.

ARTICLE 4

SENIORITY

A. The most senior employees shall be given preference in the selection of vacations provided there is no interference with the normal operations of the City.

B. For purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave, and longevity, seniority shall be defined as continuous employment with the City from date of hire.

C. For purpose of promotions or demotion, seniority shall be defined as length of service from the date of the employee's certification by Civil Service as a City employee.

D. For purpose of layoff, seniority shall be defined as the employee's length of service from his date of initial certification by Civil Service as a City employee.

E. The City shall utilize experience, ability, aptitude, qualification, attendance, and the result of the Civil Service examination as the criteria for promotion of employees to job classifications having a higher rate of pay. When all of the aforementioned items are substantially equal, seniority shall have the deciding factor. However, the selection of the employee to be promoted shall be made by the City and shall not be subject to review, except as provided for under Civil Service Rules and Regulations.

F. The City shall mail or hand deliver to the Union business representative at his office address to be supplied to the City by the Union, copies of all job opportunity bulletins, Civil Service test notifications, and other correspondence, notices, or other materials forwarded to or received from Civil Service concerning job openings or opportunities within 72 hours of receipt of transmittal of same.

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

ARTICLE 5

UNION REPRESENTATION

A. Accredited representatives of the Union may enter the City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the Union decides to have its representative enter the City facilities or premises, it will request such permission from the chief executive of the City or a designated representative and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of the City Government or normal duties of the employees. There shall be no Union business transacted nor meetings held on City time or property.

B. One (1) shop steward may be appointed or elected by members of the Union to represent the Union in grievances and other business with the City. In addition, one local officer may be appointed or elected by the Union to assist the shop stewards or represent any member of the Union when their shop steward is unavailable.

C. Shop stewards and/or members of the negotiating committee shall suffer no loss of regular pay provided that the City schedules a meeting or conference during working hours. Shop stewards shall suffer no loss of regular pay when required to take time off to perform their duties as stewards. Each steward shall notify his supervisor prior to leaving the job.

D. On any occasion where a steward is required to take more than one hour off to perform said duties in any one day, he shall, within 72 hours thereafter, provide the chief executive of the City or a designated representative a written statement of how much time was utilized for said duties.

E. The Union shall advise the chief executive of the City or a designated representative in writing of the names and titles of all Union representatives each January and within 7 days following each change.

ARTICLE 6

HOURS & OVERTIME

A. **Work Schedule.** The work schedule shall be as follows:

1. The work schedule shall begin on the first full work week of January 2015 and consist of two (2) rotating eighty-four (84) hour shifts (twelve (12) hour work periods) in a two (2) week period, whereas the employee shall work three (3) twelve hour days of work in the first week, followed by four (4) twelve hour days of work in the second week. The work week shall begin at midnight on Sunday and end at 11:59 p.m. on Saturday ("Work Week"). Employees shall be entitled to one (1) forty-five (45) minute meal break and two (2) fifteen minute "on-call" coffee breaks, and each shift shall commence at 6:00 a.m. or 6:00 p.m.

2. For the period during which the employee shall operate on a twelve (12) hour work day, all references in this Agreement to vacation, sick, personal and other days of leave shall be converted to hours based upon an eight (8) hour day. By way of example, ten (10) vacation days shall be converted to eighty (80) hours (equivalent of six and two-thirds (6 2/3) twelve (12) hour work-days).

3. The Union acknowledges that the City retains the managerial prerogative to alter, amend, or change the work schedule at the City's sole discretion as it sees fit and as otherwise permitted by law. The Union, however, shall have the ability to negotiate the economic impact of the change in work schedule.

B. Overtime. The hourly rate, on which the overtime (1 ½) rate is to be calculated, shall be the employee's gross pay (base + longevity) divided by two thousand eighty (2,080) hours. Employees covered by this Agreement will be paid at the time and one-half (1 ½) rate for the number of hours actually worked in excess of forty (40) hours during any Work Week, as defined above. By way of example:

1. If a communications operator works a regular two (2) week work period of thirty-six (36) hours in one (1) Work Week and forty-eight (48) hours in another Work Week, a communications operator will receive straight time pay for seventy-six (76) hours and time and one-half (1 ½) pay for eight (8) hours.

2. If the Work Week in which a communications operator had forty-eight (48) hours included a full vacation, sick or personal day, he or she would be paid at a straight time rate for the entire eighty-four (84) hours because the hours actually worked did not exceed forty (40) in any of the Work Weeks.

C. Holdovers. In computing overtime payment, in accordance with Section B above, no compensation shall be paid for up to thirty (30) minutes and one (1) hour compensation shall be paid for over thirty-one (31) minutes. Beyond the first hour, overtime payment will be for the actual time worked.

D. Recall to Duty. If an employee is recalled to duty, he shall receive a minimum guarantee of four (4) hours compensation at the premium rate set forth in Section B, provided said recall duty is not contiguous with the employee's normal shift. Should the employee be called out twice within the same four (4) hour period, he shall receive only one four (4) hour minimum guarantee compensation. The City shall have the right to assign other work should the emergency or other reason for the call-in be less than the four (4) hour call in time.

E. Pay Schedule. Overtime compensation shall be paid as submitted each pay period.

F. Court Time. In the event an employee appears in Court on official municipal business other than during his regularly scheduled work period, he shall receive minimum compensation as follows:

1. For any number of municipal court appearances in one (1) day, a guaranteed two (2) hours compensation, and hour for hour beyond two (2) hours.

2. For any number of county court appearances in one (1) day, a guaranteed three (3) hours compensation, and hour for hour beyond three (3) hours.

I. Overtime By Seniority. All overtime for functions requiring communications operators will be offered on a seniority basis to full time, permanent communications operators before overtime is offered to temporary or part time employees. This requirement is not intended to supersede

management rights and does not apply to seasonal or special events and functions customarily performed by temporary or part time personnel.

J.. Exchange of Days Off/Shifts.

1. It is agreed that employees who participate in exchanges of shifts shall not become entitled to overtime as a result of the exchange of shift. It is further agreed that employees will not call in sick for the sole purpose of providing another employee with overtime.

2. The Chief may grant the request of any communications operator to exchange hours or days off with any other communications operator.

3. Requests for exchange of days off shall be reasonably granted on a uniform basis with standard rules and regulations promulgated by the Chief applying to all communications operators who make this request. Non-availability of personnel may be reason used for denial of such exchange.

4. No exchange of days shall result in overtime expenses for the City.

K.. Time Off. Communications operators shall be granted time off without deduction from pay or time owed for the following reasons:

1. (See Article 10). 2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family as defined in 3 below.

3. In the event of a serious illness, including childbirth, in the immediate family as defined in Paragraph (a) below, employees shall be allowed to use accumulated sick time in order to attend to his responsibilities towards his family.

(a) Immediate family, for purposes of this Article, shall be defined as husband, wife, domestic or civil union partner, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law and brother-in-law. This leave shall be charged against the employee's accumulated sick time.

4. Reasonable verification of the event may be required by the City.

L. Compensatory Time.

1. Employees may elect to take compensatory time instead of payment for overtime.

2. If elected, employees shall receive 1.5 hours for every hour of overtime and may accrue compensatory time up to eighty-four (84) hours total. An Officer can only have an accumulation of eighty-four (84) compensatory hours at any point in time. This accumulation does not end at the end of the calendar year and begin anew; rather said accumulation carries forward

into the successor years.

a. The use of said compensatory time shall be subject to the advance approval of the Chief of Police, and subject to staffing needs as determined by the Chief of Police.

3. At the end of each year, provided the City has sufficient funds, employees may elect to receive payment for their accrued compensatory time subject to the following: a. Employees must notify the City by October 1st of their intent to cash-in their compensatory time.

b. The City shall notify the employee by November 1st, if the request can be honored based on the City's budgetary constraints.

c. If approved employee shall receive payment for said compensatory time at their regular rate of pay in their first pay in December.

d. If disapproved the employee may carry this compensatory time into the following year and it shall not be subject to the eighty-four (84) hour cap as set forth above.

ARTICLE 7

HOLIDAYS

A. All employees who are actually work on any of the holidays set forth below shall be paid on the basis of one and one-half (1 ½) times the employee's regular rate of pay for actual hours worked on the holiday, plus straight time for the first eight (8) hours of the holiday. Compensation shall only be provided if the employee actually works on the actual day listed below, not the "observed" day. Employees who do not work on the actual holiday will receive eight (8) hours of pay for the holidays listed below. The following days shall be considered "holidays" for the purpose of this Article:

- | | |
|--------------------------|----------------------------|
| 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 Day |

B. A holiday shall be granted to all employees whenever the same is declared by proclamation of the President, the Governor or the County Board of Chosen Freeholders, provided the City Council accepts the holiday by proper resolution.

C. All requests for additional leave, including personal leave and vacation leave, immediately prior to or immediately following any of the fourteen (14) holidays listed in Section A

of this Article shall, except in cases of emergency, be made at least five (5) working days in advance.

D. All holidays start as of 12:01 a.m. on the designated day and compensation will be as set forth in 7.A. above.

ARTICLE 8

VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of 8 hours of vacation for each month of service during the remainder of the calendar year following the date of hire to a maximum of 96 hours of paid vacation during the first year of employment.

Years of Service	Vacation Work Periods (Hours)	Years of Service	Vacation Work Periods (Hours)
*1st	(8) @ Month	11th	(168)
2nd	(96)	12th	(176)
3rd	(120)	13th	(184)
4th	(120)	14th	(192)
5th	(120)	15th	(200)
6th	(128)	16th	(208)
7th	(136)	17th	(216)
8th	(144)	18th	(224)
9th	(152)	19th and over	(232)
10th	(160)		

* Up to the end of the first calendar year, employees shall earn one calendar day per month, not to exceed one (1) work period (8 hours) vacation per complete month of service.

For employees hired on or after January 1, 2010, the vacation hours for 19th year and over shall be one hundred seventy-six (176) hours

B. Communications operators shall take at least one (1) annual vacation of at least three (3) consecutive scheduled work days. After said three (3) vacation days are taken or requested and approved, the department head is authorized, but not required, to approve advance employee requests for vacations of shorter duration, including vacation leaves in increments of no less than eight hours.

C. If a vacation request, submitted in writing by the employee on the form supplied by the City, is denied in writing by chief executive of the City or a designated representative because of the pressure of work, the employee shall not lose the vacation days denied and may request that the unused vacation time be carried forward into the next succeeding year or that the unused vacation time so denied be converted into pay at the employee's prevailing rate.

D. **Personal Days.** All employees covered under this Agreement shall be allowed twenty four (24) hours of personal leave with pay annually, not deducted from sick leave. Such leave shall not accumulate from year to year. Employee may take a minimum of four (4) hours of personal time with forty eight (48) hours advance approval from employee's department head or chief executive of the City or a designated representative.

ARTICLE 9

HEALTH BENEFITS

A. The City shall continue to provide and maintain group health benefits coverage and dependent coverage for all permanent full time employees beginning on the first of the month following sixty days of employment, as presently offered through the New Jersey State Health Benefits Plan (SHBP). Employees shall be responsible for a cost contribution as set forth in paragraph F below.

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

C. The City shall provide disability leave protection after a fourteen (14) day waiting period (sickness and accident) after which the employee will receive up to seventy (70%) of lost earnings up to the weekly benefit amount established by the State of New Jersey for twenty-six (26) weeks.

D. Upon retirement after 25 years of service to the City (or 27 years of service to the City for employees hired on or after January 1, 2010), the City will pay the entire cost of health benefit coverages available for retirees at the time of retirement to supplement Medicare or any other health benefits to which the retiring employee may be entitled for the lifetime of the retiring employee and the employee's spouse at the time of retirement. The health plan for retirees shall reflect a lifetime limit as provided for under the specific health plan selected by the retiree. The employee shall be required to pay a cost contribution as set forth in paragraph F below unless employee had 20 years of service as of June 28, 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.

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

Agreement, the City may offer alternative health plans to the Union other than those specified in Section 9.A. Subject to Section 9.B., the Union must approve any alternative health plan in writing before it will be available to all Union members on a uniform basis. Any agreement between the City and an employee regarding a Union approved alternative health plan will be authorized in writing. No employee shall be required to accept such alternative health plans.

F. All employees and retirees shall be required to contribute to the cost of health benefits in accordance with the following chart:

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

The percentage listed shall be the percentage of the premium that the employee/retiree is required to contribute. The contribution shall not be less than 1.5% of the employee's salary or the retiree's pension. Any employee with 20 years of service as of June 28, 2011 shall not be required to contribute.

G.

1. Any employee enrolled in the City's health insurance coverage plan may elect to waive all coverage, provided proof of coverage through another source can be demonstrated. Participation in this program is voluntary. Employees who waive all coverage shall receive payment which shall not exceed 25%, or \$5,000, whichever is less, of the amount saved by the City because of the employee's waiver of coverage. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse or civil union partner for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the City, in such form as the City shall prescribe, that the waiver is revoked. The decision of the City to allow its employees to waive coverage and the amount of consideration to be paid therefor shall not be subject to the collective bargaining process.

2. The opt-out payment provided shall be paid in equal quarterly payments and processed through payroll with appropriate deductions made from the gross incentive amount.

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

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

5. 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 applies.

6. An employee who waives health benefits under this Article shall not be entitled to any health insurance benefits including, without limitation, participation in the Flex Care Program.

H. The City also provides a Flex Care Program to those qualified employees. This program is shown in Appendix "A". Qualified employees shall provide receipts for items covered under this program.

I. Pursuant to State law, the City shall provide employees two (2) Section 125 plan benefits for pre-tax deductions for health benefit contributions made equally over twenty-six (26) pay periods of each calendar year in accordance with the City's customary payroll practices as established under a "Premium Option Plan" (POP) and a Flexible Spending Account (FSA).

J. In the event the health insurance plans offered by the City are in excess of the maximum amount permitted under the Affordable Care Act without triggering the excise tax (which is presently scheduled to be \$10,200 for single coverage and \$27,500 for family coverage) the parties to meet at least eleven (11) months prior to its implementation to discuss implementation of a new

plan that will be below that maximum amount. If the parties are unable to agree to a new plan, the City shall be authorized to provide a new plan which will be below the maximum amounts permitted under the Affordable Care Act and such plan selected and provided by the City shall be deemed to satisfy the "substantially similar" contract provision regarding the provided coverage. The City may continue to offer its then current plan or another plan whose cost is in excess of the then maximum amount permitted under the Affordable Care Act. However, if an employee elects to be covered under such a plan, the employee will be responsible for any excise tax incurred by the employer as well as the amount of the premium cost in excess of the then maximum amount permitted under the Affordable Care Act and in addition to any other health care contributions already in effect under Chapter 78 or otherwise.

ARTICLE 10

SICK LEAVE, DISABILITY LEAVE AND BEREAVEMENT LEAVE

A. Service Credit for Sick Leave.

1. All permanent employees, full time temporary or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work as prescribed in the Sick/Injury Policy of the Cape May Police Department.

3. In the event of a serious illness, including childbirth, in the immediate family as defined in this paragraph, employees shall be allowed to use accumulated sick time in order to attend to his responsibilities towards his family. Immediate family, for purposes of this Article, shall be defined as husband, wife, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother, grandfather, grand-children, sister-in-law and brother-in-law. Reasonable verification of the event may be required by the City.

4. Sick leave shall not include any extended period of time where the employee serves as nurse or housekeeper during a period of illness.

5. Disability leave shall be provided in accordance with N.J.S.A. 11:24A-4.

6. Work related injuries. Employees shall receive full salary and benefits during time off from work to recover from on-the-job injuries that qualify for workers' compensation payments. No deduction shall be made from the employee's sick or other leave balances for such time off. To qualify for and partially compensate the City for extending this one hundred percent (100%) pay benefit, employees shall endorse all workers' compensation payments (approximately 70% of salary) over to the City. Time off taken in connection with injuries or sickness that do not qualify for workers' compensation payments shall be deducted from the employee's sick leave balance.

B. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of eight (8) hours per month during the remainder of the first calendar year of employment after initial appointment and one hundred twenty (120) hours in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of employment.

4. Sick leave shall be taken in no less than four (4) hour increments.

C. Reporting of Absence on Sick Leave.

1. The employee must notify the on-duty Communications Operator at least one (1) hour prior to the start of his/her shift that the employee is calling out sick or injured and provide the Operator with the information to fill out the Sick/Injury Report.

D. Verification of Sick Leave.

1. An employee absent on sick leave for thirty six (36) or more consecutive working hours shall be required to submit acceptable medical evidence substantiating the illness when, in the opinion of the chief executive of the City or a designated representative, the use of sick leave appears to be excessive or must be substantiated.

(a) An employee who has been absent on sick leave for periods totaling one hundred twenty (120) hours in one calendar year consisting of periods of less than thirty six (36) hours, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of twelve (12) hours or less in which cases only one (1) certificate shall be necessary for a period of six (6) months.

(b) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. In case of death in the immediate family, reasonable proof shall be required.

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

E. Bereavement Leave.

All employees covered by this Agreement shall be allowed up to a maximum of forty eight (48) hours leave, without loss of pay and not to be deducted from any leave balance, in the event of death of spouse civil union partner, child, mother, father, brother, sister, step-mother, step-father, mother-in-law, father-in-law,, grandmother, grandfather, grandchildren. Bereavement leave must be taken between the date of death and the date of funeral. Employees shall be allowed one day to attend

the funeral of brother-in-law, sister-in-law, aunt, uncle, niece, and nephew and without loss of pay.

F. Buy Back of Sick Leave Upon Retirement

All employees covered by this Agreement shall be eligible for the following upon retirement and verification of the personnel record at that time:

1. Twenty-five (25) or more years of service-50% (i.e. one (1) day for every two accumulated days.)
2. Under twenty-five (25) years of service-25%: (i.e. one (1) day for every four (4) accumulated days upon retirement.)
3. Under no circumstances shall the total exceed \$12,000.

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

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

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

J. **Leave of Absence.** A leave of absence without pay may be granted for good cause to any employee for a period of up to six (6) months. This is to be at the discretion of the chief executive of the City or a designated representative after recommendation from the Chief of Police. Said leave may be extended for up to an additional six (6) month period of time in accordance with Department of Personnel rules.

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

ARTICLE 11

SALARIES & COMPENSATION

A. For employees hired before January 1, 2001, their anniversary date for the purpose of salary shall be January 1st for hires through July 1st, and those hired after July 1st, their anniversary date shall be January 1st of the following year. Employees hired after December

31, 2000, and before January 1, 2005, shall have their first salary increase, effective January 1 of the year following their hire, pro-rated based upon the percentage of the previous year worked. The pro-rated percentage will be calculated by determining the number of full months worked through December 31, and dividing it by 12, giving the pro-rated number. The contractual increase percentage will then be multiplied by this pro-rated number to determine the employee's percentage of increase for their first year. Full contractual percentage increases will be provided each year thereafter. Employees hired after January 1, 2005, will receive full contractual increases on their anniversary date of hire.

B. Date of Hire and Anniversary Date. All employees hired before January 1, 2013, shall be entitled to full contractual raises as listed in Article 11.C. Employees hired during this Agreement shall receive contractual raises as follows:

1. 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;
2. if the date of hire is between July 1st and December 31st, the employee will receive a contractual raise effective on the next July 1st following the initial year of hire;
3. all subsequent raises will be in accordance with Article 11.C.

C. Out of Title Pay. Any employee who works out of title in a higher paying title shall be compensated based on the difference between the starting salary of the from - to title, attached hereto as Schedule A or the contractual increase in effect for the working period year, whichever is greater, provided such assignment is for a continuous period of more than ten (10) working days. The pay at the higher range shall commence on the eleventh (11th) day. Any employee so assigned for ten (10) days shall thereafter not be removed from said higher paying position for the sole purpose of avoiding the extra compensation.

D. Contractual Raises. Retroactive to January 1, 2017 and payable after this Agreement is approved by a resolution of the City Council and ratified by the Union, and executed by both parties, employees shall receive annual increases as follows:

2017: The greater of two (2%) percent over the base wages in the immediately preceding calendar year or One Thousand (\$1,000) Dollars.

2018: The greater of two (2%) percent over the base wages in the immediately preceding calendar year or One Thousand (\$1,000) Dollars.

2019: The greater of two (2%) percent over the base wages in the immediately preceding calendar year or One Thousand Fifty (\$1050) Dollars.

2020: The greater of two (2%) percent over the base wages in the immediately preceding calendar year or One Thousand Fifty (\$1050) Dollars.

HOWEVER, the parties agree that any individual who has left the employment of the City prior to the ratification of this Agreement shall not receive any retroactive increase.

The salaries of the individuals in this unit shall be attached to this Memorandum and made a part hereof.

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

F. Promotional increases will be calculated based on the difference between the starting salary of the from - to levels, or the contractual increase in effect for the promotion year, whichever is greater.

G. In recognition of the additional training requirements for securing and maintaining the Emergency 9-1-1 Certification as required by the State of New Jersey plus all required training and certifications for operating the national and state crime information computers, the base salaries of all certified communications operators shall be increased by the amount of fifteen hundred dollars (\$1500) effective on the date the computers are operational and prior to the calculation of contractual raises set forth in Article C11.C above. Failure to complete all required training and to maintain required 9-1-1 certifications is recognized by the parties to be sufficient and good cause for termination of employment.

H. In recognition of the additional training requirements and responsibilities of the individual acting as the Assistant TAC Officer, a yearly stipend of five hundred (500) dollars will be paid.

ARTICLE 12

LONGEVITY

A. Effective January 1, 2017, any employee at the maximum longevity (10%) shall have it rolled into his/her 2016 base pay and, thereafter, all salary increases shall be based upon that total. Longevity shall thereafter be eliminated.

B. Effective January 1, 2017, any employee not at the top of the longevity scale shall receive a one (1%) percent increase on the employee's present longevity and, thereafter it shall be rolled into the employee's base salary and thereafter all salary increases shall be based upon that total. Longevity shall thereafter be eliminated.

C. Any employee hired on or after January 1, 2017, shall not receive longevity.

The salaries and longevity calculations of the individuals in this unit shall be attached to this Memorandum and made part hereof.

ARTICLE 13

FAMILY LEAVE

Family/Medical Leave of Absence will be granted in accordance with the provisions of the

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

Leave without pay to provide care as the result of the birth or adoption of a child or a serious health condition of a family member shall be available to eligible employees pursuant to applicable provisions of the New Jersey Family Leave Act (N.J.S.A.34:11B-1, et. seq.).

ARTICLE 14

BULLETIN BOARD

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

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

ARTICLE 15

WORK RULES

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

ARTICLE 16

NO STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the grievance procedure contained in Section 3.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE 17

NON DISCRIMINATION

A. There shall be no discrimination by the City or the Union against an employee based upon race, color, creed, sex, national origin, nationality, ancestry, age, sex, (including pregnancy), familiar 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.

B. There shall be no discrimination, interference, restraint or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union and shall not solicit membership in the Union or the payment of dues during working time.

ARTICLE 18

WORKING CONDITIONS

A. City shall provide proper chairs for all personnel. Employees may make requests for improved seating at any time and City shall make a good faith effort to comply with all reasonable requests, subject to annual budgetary appropriations.

B. It shall be the responsibility of each employee to report any defective or inoperative facilities or equipment to the supervisor and chief executive of the City or a designated representative.

D. Uniforms:

1. The City shall supply all required uniforms and equipment to starting communications officers.

2. The City shall supply all employees with badges, emblems and patches.

3. In addition to other benefits contained in this Article, each employee shall be paid Six Hundred and Twenty-Five Dollars (\$625.00), annually, for the purchase and maintenance, including cleaning of uniforms and equipment specified by the Chief of Police and the chief executive of the City or a designated representative. If at any time it is determined by the Chief or his designated representative that an employee is not maintaining uniforms and equipment in proper condition, then said employee shall be required to purchase the items at the employee's cost. The entire annual clothing allowance will be paid within thirty (30) days of the adoption of the annual City budget.

4. Any uniforms or City supplied equipment lost or damages through the negligence of a communications operator will be replaced or repaired by the employee at his/her own expense.

5. In the event the City directs that an entirely new uniform be utilized, the City shall pay the initial cost of said uniform.

6. Any uniform or City supplied equipment lost or damaged in the line of duty will be replaced by the City.

7. Items of personal property or equipment (watch, eye glasses, sun glasses, etc.) lost or damaged in the line of duty, through no fault of the individual, (and which have been approved by the Chief of Police in writing prior to the loss as necessary and appropriate items to be in the employee's possession while on duty) shall be replaced by the City.

8. Employees on all shifts shall be required to wear the proscribed uniform. Failure to adhere to this requirement shall result in disciplinary action.

F. The City agrees to meet at least quarterly with representatives of the Union to discuss matters of mutual concern. Meetings will be scheduled by the chief executive of the City or a designated representative.

G. Commendation and Honorable Mention

1. For commendation and honorable mention, time off awards not to exceed two (2) days for commendation and one (1) day for honorable mention shall be granted, subject to review and award of time off by the City Manager or his designee.

2. The parties agree to establish a review board which shall be comprised of the chief Executive of the City or a designated representative, the Chief of Police and one (1) police officer from the department, elected by the members of the department. It shall be the duty of this board to review recommendations for awards and make recommendations for awards to the City Manager or his designee.

ARTICLE 19

DEDUCTIONS FROM SALARY

A. 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 assessments paid by members of the Union, less the cost of benefits financed through the dues and assessments 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.

B. 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 Secretary of the local Union.

C. 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 to the Association pursuant to this Article.

ARTICLE 20

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 21

PROBATIONARY PERIOD

Every person hired or appointed shall be deemed to be a temporary employee and on probation in the position to which he is hired or appointed for a period of three (3) months. Prior to his completion of the probationary period, the employee shall be evaluated by the Chief Executive of the City or a designated representative and department supervisor to determine whether he shall be granted permanent status or dismissed.

ARTICLE 22

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues that were or could have been subject of negotiations.

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

ARTICLE 23

TERM AND RENEWAL

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 according to P.E.R.C. recommendations (each party shall give to the other whatever notice may be required under N.J.A.C. 19:12-2.1 - 19:12-3.1 - 19:12-4.1)


ARTICLE 24

STIPENDS

The City shall provide an annual stipend of \$500 to the communications employee assigned as the TAC Officer by the City. The \$500 shall be compensation for assignment for a full year. In the event the employee is no longer assigned as the TAC Officer for a full year, the \$500 shall be prorated accordingly. Assignment of the TAC Officer shall be at the discretion of the City.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals at Cape May, New Jersey on this ____ day of _____, 2018.


For GWU

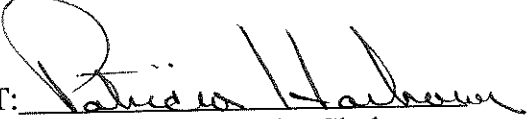
BY: 

ATTEST: _____

DATE: 4-18-18

CITY OF CAPE MAY
CAPE MAY COUNTY, NEW JERSEY

BY: 
Clarence F. Lear III, Mayor

ATTEST: 
Patricia Harbora, City Clerk

DATE: 4-19-2018

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

STARTING SALARY RANGE GUIDE

Public Safety Telecommunicator – Trainee	\$28,500
Public Safety Telecommunicator	\$33,500
Sr. Public Safety Telecommunicator	\$36,000

DISPATCHER SALARIES

	2017	2018	2019	2020
Powell	\$ 71,636.33	\$ 73,069.06	\$ 74,530.44	\$ 76,021.05
Haines	\$ 52,323.27	\$ 53,369.74	\$ 54,437.13	\$ 55,525.87
Delp	\$ 40,582.50	\$ 41,582.50	\$ 42,632.50	\$ 43,682.50
Calhoun		\$ 33,500.00	\$ 34,550.00	\$ 35,600.00