

Agreement Between
CITY OF CAPE MAY, NEW JERSEY



and
CWA LOCAL 1036
Blue Collar Employees



January 1, 2025 through December 31, 2027

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PREAMBLE

THIS AGREEMENT, entered into this ____ of June 2025 by and between the City of Cape May, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and Cape May Public Works and Water and Sewer Employees, Represented by CWA Local 1036, hereinafter called "Union" represents the complete and final understanding on all of the bargainable issues between the City and the Union.

ARTICLE 1. RECOGNITION

In accordance with the Certification of Representative issued by the NJ Public Employment Relations Commission dated June 29, 2021 (Docket No. RO-2021-035), 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 blue collar employees, employed by the City of Cape May, but excluding all professional, and craft employees, police, seasonal employees, and supervisors within the meaning of the Act.

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 supervise employees and assign tasks to employees.
 5. To determine the size and qualifications of the workforce.
 6. 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: 1-1 et seq., N.J.S.A. 40A:1, et seq., N.J.S.A. 11:1, et seq., and N.J.S.A. 11A:1, et seq., or any other national, state, or county law or administrative code.

ARTICLE 3. GRIEVANCE PROCEDURE

- A. **Purpose and Definition.** The purpose of the grievance 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 one 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. **Steps of the Grievance Procedure.** 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 reasonably known of its occurrence, to the Department Head. The Department Head 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 hold a hearing within thirty (30) days of receipt of the Step Two grievance. The City Manager or designee shall have ten (10) working days after the conclusion of the hearing to respond, in writing, to the grievance.

3. Step Three: Arbitration: 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.

(a) Nothing in this Agreement shall be intended to compel the Union to submit a contractual grievance to arbitration. The Union's decision to submit the contractual grievance to arbitration shall be based on the considered merit and viability of the contractual grievance.

(b) The Arbitrator shall be selected in accordance with PERC procedures and rules.

(c) The Employer and the Union shall attempt to stipulate facts and issue(s) for the Arbitrator's consideration.

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

(e) 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.

(f) The cost of the arbitrator shall be borne equally by the City and the Union. Any additional costs shall be paid by the party incurring same.

D. The cost of a transcript of the arbitration proceeding, if any, shall be borne by the party requesting such transcript. If both parties desire a transcript, the cost shall be shared equally. If a decision is not rendered within the time limits prescribed for decisions at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend the time limits from processing the grievance at any step in the grievance procedure.

E. Any grievance not presented or appealed in accordance with the applicable time limits or other

requirements listed above shall be automatically foreclosed and considered either abandoned or settled according to the last response given.

ARTICLE 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, physical condition, 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.
- F. The City shall email to the Union President or Stewards as designated by the Union President 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 seventy-two (72) hours of receipt of transmittal of same.
- G. Seniority shall be considered along with the 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 unless authorized by the City Manager or designee.
- B. Shop stewards for this bargaining unit shall be designated by the Local President in writing to the City Administrator and Personnel Officer. Confirmation or updates for Steward designation

shall be provided by the Union upon request annually and upon any changes.

- 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 seventy-two (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 in writing of the names and titles of all Union representatives each January and within seven (7) days following each change.
- F. Union Dues Deductions
 - 1. Upon written acceptable authorization, the City agrees to deduct union dues from the base biweekly wage of employees covered by this Agreement. CWA shall certify the amount of said dues to the City at least thirty (30) days prior to the first day of the month in which said dues are to be deducted.
 - 2. The City agrees to remit dues deducted to the Communications Workers of America Local 1036, 1 Lower Ferry Road, West Trenton, NJ 08628, by the fifteenth (15th) day of the month following the calendar month in which such dues are deducted, together with a list of employees from whose pay such deductions were made. A copy of the list shall also be mailed to the Office of the President of CWA Local 1036.
 - 3. Union dues check-off deductions may be ceased by an employee by written notification to the City, and such cessation will take effect July 1st following the notification of withdrawal. The City will forward a copy of any such written notice to the Union President within three (3) business days of receipt.
 - 4. The Union agrees to indemnify, defend and hold the City harmless against any and all claims, demands, suits or orders of judgment brought or issued against the City with regard to dues deduction.
 - 5. The City shall provide quarterly reports to the Union in accordance with the NJ Workforce Democracy Enhancement Act (WDEA).
- G. **Information.** For purposes of Section G., "the Union" shall mean the Local President and Shop Steward as designated by the Local President.
 - 1. Within ten (10) calendar days in advance of the start date of newly hired negotiations unit employees, the Employer shall provide the following contact information to the Union in an Excel file format or other format agreed to by the Union: name, job title,

worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the public employer on file with the public employer.

2. Every 120 days starting January 1st, the Employer shall provide the Union, in an Excel file or similar format agreed to by the Union, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers on file with the employer, date of hire, date of birth, and work email address, and personal email address on file with the employer. The City will verify member contact and ID information upon reasonable request from the Union.
3. The City will provide to new employees any sign-up or other Union forms provided by the Union, and forward to the Union forms completed by employees.
4. The Union has the right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes, within 10 calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings.
5. The Union shall have the right to use the email systems of the Employer to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. This access is subject to City electronic media policies as may be amended from time to time and no assurances by the City of privacy of the system.

ARTICLE 6. HOURS & OVERTIME

- A. The normal working week shall consist of forty (40) hours per week inclusive of lunch, eight (8) hours per day from 7:30 a.m. until 3:30 p.m., five days a week, Monday through Friday. However, the normal workweek may be revised, with the agreement of the Union and the employees involved on a volunteer basis; provided that a schedule for beach cleaning, street sweeping and trash collection, as set forth in Appendix A, shall be considered part of the normal workweek and not subject to overtime pay except as set forth in Paragraph B below. During the period between Memorial Day and Labor Day, summer hours shall be 7:00 a.m. to 3:00 p.m.,
- B. Employees shall be paid at the overtime rate of one and one-half (1 ½) time for hours "actually worked" in excess of forty (40) hours during any work period. For purposes of this section, hours "actually worked" shall mean those hours in which the employee is working, and specifically excludes sick leave and unscheduled personal leave, but includes vacation leave, and lunch and coffee breaks that are part of the work schedule. Also, notwithstanding the above, scheduled overtime on Sunday shall be paid at double time for hours actually worked. Such scheduled overtime on Sunday shall not be subject to the recall to duty provisions set

forth in Article 6, paragraph D below. Sick time and personal time taken during a pay period shall not be considered time worked, and not counted toward the 40-hour overtime qualification calculation; provided, however, that time taken off as sick leave shall be considered hours worked for purposes of calculating overtime in the event of a holdover or recall to duty. Scheduled vacation and scheduled personal time shall be considered time worked for the purpose of overtime calculation.

- C. Overtime shall be distributed as equitably as possible and all employees shall be expected to work a reasonable amount of overtime when requested by the City. Overtime lists shall be posted and updated weekly. Scheduled OT shall be rotated among employees separately from Mandatory OT. Individual employees shall have the option to decline overtime opportunities, except in emergencies. Non-CDL drivers are permitted to use the recycling vehicle during regular hours and overtime opportunities.
- D. Recall to Duty. Employees called into work on their off-days or recalled to duty shall receive a minimum guarantee of four (4) hours compensation in accordance with Paragraph B of this Article 6 for all work performed under such circumstances, provided said recall duty is not contiguous with the employee's normal shift; however, 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. The procedure for the recall shall be as set forth in Paragraph O of this Article 6.
- E. The City shall provide, semi-annually, a written statement to the Union listing for each employee the number of hours worked and the amount of overtime pay received during the period since the last statement.
- F. No employee shall be required to work more than one double shift during any one forty-eight (48) hour period.
- G. For employees working the normal work schedule, there shall be a fifteen (15) minute coffee break at a reasonable time in the morning hours and a fifteen (15) minute coffee break at a reasonable time in the afternoon, except that there shall be no afternoon break when the City exercises its seasonal option to establish 7:00 a.m. until 3:00 p.m. work days, during which time the lunch break will be extended to forty-five (45) minutes. There shall also be a one-half (1/2) hour meal break and two (2) fifteen (15) minute coffee breaks for all other shifts outside of the normal work schedule.
- H. An employee seniority list (made up of full-time personnel) shall be used in the distribution of overtime and provided the employee asked to perform the work can perform the work. The supervisor shall start at the top of the list asking each employee if he desires to work the overtime until all available positions are filled. At that point, the next employee on the list will become the first employee asked when overtime is again available. When the entire list has been exhausted, the supervisor will again start at the top. A seniority list shall be updated every January and a copy thereof given to the Union.
- I. The overtime provisions of this clause shall apply only to full-time permanent employees.

- J. The City agrees to use City equipment operators, when available, to run heavy equipment (backhoe, loader, beach tractor).
- K. If City Hall is closed due to a state of emergency as declared by the Federal, State, County or City, the employees who do not work will be paid for the time they could not work, not to exceed eight (8) hours. Those who do work will also be paid for the same hours as those who do not work plus an additional time and one-half (1 ½) for the hours worked.
- L. When City employees covered by this Agreement are assigned to work with construction firms under contract to City for major construction projects, participating employees shall be paid at the overtime rate of one and one-half (1 ½) time.
- M. By mutual agreement between any employee and department head, flexible hours of work may be permitted to accommodate occasional circumstances where it is to the benefit of the employee or City or both for work to be performed at times other than the regular schedule of work set forth in Paragraph A of this Article 6. The Agreement must be reached ahead of time and must be approved by the Department Head. Any such agreement for flexible hours that results in more or less work hours than those set forth in Paragraph A of this Article 6 on any given day, work week, or pay period shall be made up during the same workweek so that the number of hours actually worked in a work week does not exceed those set forth in Paragraph A of this Article 6. For example, the City may request an employee to work additional hours on one day, with the employee agreeing to take the exact number of hours in time off on another day in the same work week. The employee must consent, ahead of time, to this request. Similarly, an employee may request a department head to permit hours off on one day by agreement to work the exact number of hours in addition to the regular work schedule on another day in the same work week. The department head must consent, ahead of time, to this request. This paragraph is meant to provide flexibility to both the City and the employee to address infrequent and occasional circumstances and should not be utilized on a regular basis to alter the work schedules set forth in Paragraph A of this Article 6.
- N. When employees in the Water and Sewer Utility are assigned to additional work on holidays, Saturdays, and Sundays to perform regular maintenance at the Cape May City Water Treatment Plant ("Additional Assignment"), they will be paid at a minimum of four hours of compensation pursuant to the requirements contained in Paragraph D of this Article 6. Also, since it will be treated as Recall to Duty overtime, rather than Scheduled Overtime, the overtime calculations regardless of whether worked on holidays, Saturdays or Sundays will be at the rate of one and one-half times (1 ½) the normal hourly rate. Employees will be scheduled to work the Additional Assignment on a rotational basis but shall have the flexibility to switch scheduled assignment with other Water and Sewer Utility employees with notice to the Superintendent of the Water and Sewer Utility. In the event the Additional Assignment cannot be worked by any of the employees it may be covered by the Superintendent of the Water and Sewer Utility. The exact times for the Additional Assignment shall remain flexible, provided that the services are performed between the hours of 6:00 a.m. and 2:00 p.m. on each of the required weekend days and holidays.

- O. When there is a need for an employee to work past the scheduled shift for a specific reason that exists before the employee completes his or her shift, the supervisor of the applicable department shall first ask all qualified employees in that department if they will work beyond the scheduled shift to complete the required work. If none of the qualified employees agree to stay for the overtime assignment, the same work will be offered to the qualified employees of the other department within this Bargaining Unit, which request shall be made through the applicable supervisor. If none of the qualified employees of the other department accept the assignment, the work can be performed by the supervisor.

ARTICLE 7. HOLIDAYS

- A. The following holidays shall be recognized:

New Year's Day	Columbus Day
Veteran's Day	
General Election Day	
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day
Independent Day	Martin Luther King, Jr.'s Birthday
Labor Day	

All holidays shall be observed on the federally observed day.

- B. All employees who are scheduled to work on the recognized holidays noted in this Article shall be paid on the basis of one and one-half (1 ½) time for actual hours worked on the holiday, plus straight time for the first eight (8) hours of the day.
- C. 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.
- D. For employees working a five (5) weekday week (Monday through Friday), holidays which fall on Saturday will be celebrated on the preceding Friday; Holidays which fall on Sunday will be celebrated on the following Monday. For employees working other than a five (5) weekday work week as described above, holidays will be celebrated on the day on which they actually fall.
- E. 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 Paragraph A of this Article 7 shall, except in cases of emergency, be made at least five (5) working days in advance.
- F. All holidays start as of 12:01 a.m. on the designated day and compensation will be as set forth

in Paragraph B of this Article 7. Employees shall be paid two and one-half (2 ½) time for all hours actually worked in excess of eight (8) hours on holidays recognized in Paragraph A of this Article 7.

ARTICLE 8. VACATIONS

- A. Annual vacation leave with pay shall be earned at the rate of eight (8) hours (one working day) of vacation for each month of service during the remainder of the calendar year following the date of hire to a maximum of ninety-six (96) hours (twelve (12) working days) of paid vacation during the first year of employment.
1. Only for those employees hired on a full time basis prior to January 1, 1985, vacations shall be earned as follows: after one year of service through five years of service, twelve (12) working days per year; six years of service through twelve years of service, fifteen (15) working days per year; thirteen years of service through nineteen years of service, twenty (20) working days per year. After twenty years of service, twenty-five (25) working days per year.
 2. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.
 3. For all employees hired after January 1, 1985, annual vacation leave with pay after one year of service shall be ninety-six (96) hours (twelve (12) working days) plus eight (8) hours (one working day) for every two (2) years of service with a maximum of twenty-five (25) days.
 4. For employees hired on or after January 1, 2010, the vacation hours and days for 20th year and over shall be one hundred seventy-six (176) hours and twenty-two (22) days.
- B. 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. Any unused vacation time may be carried forward into the next succeeding year only. Supervisors shall respond to a request for vacation within five business days.
- 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 three (3) days of personal leave with pay annually, not deducted from sick leave, subject to the following:

1. Temporary employees and part-time employees are not eligible for this benefit.
2. Such leave shall not accumulate from year to year.

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 and eligible part-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 eighty-five (85%) percent 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 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 the employee is not required, under the law, to contribute toward health benefits in retirement. 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 Direct 15 or comparable plan option, 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. 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. NOTE: Any employee who was enrolled in the NJ Direct 10 as of 1/1/17 shall receive \$800 added to his or her base pay effective January 1, 2020.
- F. All employees and retirees shall be required to contribute to the cost of health benefits (medical and prescription) in accordance with the following chart. Employees shall not contribute to the cost of vision or dental benefits unless mutually agreed to by the parties.

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 percentages listed shall be the percentage of the premium that the employee/retiree is required to contribute unless not required to contribute under the law. The contribution shall not be less than 1.5% of the employee's salary or the retiree's pension unless, the retiree is not required to contribute under the law.

G. Opt-Out

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 the 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 apply.
 6. An employee who waives health benefits under this Article and receives the waiver payment 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 B. Qualified employees shall provide receipts for items covered under this program. The parties agree to discuss potential changes to the FlexCare program during the term of this Agreement.
- 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).

ARTICLE 10. SICK LEAVE, DISABILITY LEAVE & 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 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 Paragraph A.3 of this Article 10.

3. In the event of a serious illness, 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, grandchildren, sister-in-law and brother-in-law.
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 seventy percent (70%) of salary) over to the City. Time off taken in connection with injuries or sicknesses 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 one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter. Part time permanent employees shall be entitled to pro-rated sick leave as established by regulation. Sick leave will be prorated and credited for the months of actual service during the last year of employment.
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.

C. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notices must be made prior to the employee's starting time. In such event, the employee shall notify the Public Works Department or Water/Sewer Department to report an absence. If no one is available at those departments, the employee must contact his Supervisor.

D. Verification of Sick Leave.

1. An employee absent on sick leave for five (5) or more consecutive working days 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 ten (10) days in one calendar year consisting of periods of less than five (5) days, 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 one (1) day 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 thirty-two (32) hours or four (4) days, leave without loss of pay in the event of death of husband, wife, 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 date of funeral/service. Leave to be utilized on date of or contiguous with funeral/service. 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- fifty (50%) percent: (i.e. one (1) day for every two accumulated days.)
 2. Under twenty-five (25) years of service - twenty-five (25%) percent: (i.e. one (1) day for every four (4) accumulated days upon retirement.)
 3. Under no circumstances shall the total exceed Fifteen Thousand (\$15,000.00) Dollars.

- 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 anticipation of continued employment. 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. Sick leave may be used on hourly increments subject to approval of the employee's department head.
- 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. 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 Appendix C, 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.
- B. Contractual Raises.
 - 1. Retroactive to January 1, 2025, and payable after this Agreement is approved by a resolution of the City Council and ratified by the Union, and executed by both parties, the employees shall receive an annual increase to base wages as follows:
 - January 1, 2025: Employees shall receive the higher of: (1) an increase to base of 3% + \$2,000 or (2) an increase in accordance with the new Salary Range Guide in Appendix C.
 - January 1, 2026: Employees with less than sixty months of service shall receive an increase to base of 3% + \$1,100. Employees with more than sixty months of service

shall receive 3% + \$2,100.

- January 1, 2027: Employees with less than sixty months of service shall receive an increase to base of 3% + \$1,100. Employees with more than sixty months of service shall receive 3% + \$2,100.
- Employees who earn less than the new minimums established in Appendix C below, but who have completed at least 12 months of service as of January 1, 2025, shall be adjusted to the minimum prior to receiving the across-the-board increase. Employees with less than 12 months of service will receive adjustment to the minimum.

Wage increases shall apply to those employees covered by this Agreement on the date of execution and to those who have retired from employment with the City during the pendency of negotiations. Any employee who has terminated City service prior to execution of this Agreement, other than those who have retired, is not entitled to any benefits under this Agreement, including but not limited to salary increases or retroactive pay thereafter. Any employee who has been promoted and is still employed by the City will receive the retroactive wage increase.

C. Minimum and Starting Salaries. Minimum starting (hiring) salaries shall be as determined by the Range Guide shown in Appendix C.

D. Range Increases: Minimums will increase by the annual wage increases.

E. Promotional Raises.

1. When an employee is promoted, he or she shall advance to the range to which he or she is promoted and shall be placed at the same step as the range from which he or she is promoted; provided, however, that a promotion on January 1 will also advance to the next step on the Range Guide.
2. When an employee has a lateral change in title within the same Range, he or she shall move to the next step on the Range that has a base salary increase that is closest to (but not less than) \$1,500.00.
3. Notwithstanding Paragraph E. 1., if promotional increases based on the above are less the amounts set forth in the table set forth in Paragraph E.4. ("Promotional Table"), the employee shall be placed on the Range Guide at the base salary that is closest to the base salary earned in the year of the promotion plus the amount in the Promotional Table; provided that it is higher than such sum, and if lower, he or she will be placed at the next higher step. For employees at the highest step, the base salary as a result of said promotion shall be at the greater of the base salary at the highest step at the range to which he or she is promoted or the base salary at the previous range plus the amount in the Promotional Table.

4. Also, notwithstanding Paragraphs E.1. and E.2., for employees that are earning more than \$40,000.00 in base salary at the time of the promotion, the promotional increase shall be the greater of the difference between starting salaries for each range or the amount set forth in the Promotional Table.

5. Promotional Table.

<u>Range</u>	<u>Increase</u>
1 to 2	\$2,000.00
2 to 3	\$2,000.00
3 to 4	\$2,500.00
4 to 5	\$3,000.00
5 to 6	\$3,500.00

For employees being promoted by more than one grade, the increase in the above table shall be at the amount in the highest grade. For example, if an employee is promoted from grade 1 to grade 4, the increase will be the greater of the difference in the starting salaries or \$2,500.00.

The City agrees to review and discuss positions for potential reclassification/promotion during the term of this Agreement.

ARTICLE 12. LONGEVITY

- A. For employees hired prior to January 1, 2010, in addition to salary, employees shall receive longevity pay to be computed at two (2%) percent of the employee's base salary for every five (5) years of completed service, to the maximum of ten (10%) percent. Longevity pay shall be computed from the original date of employment. The anniversary date for this purpose shall be January 1 for hires through July 1, and for those hired after July 1, anniversary date shall be January 1 of the following year.
- B. For employees hired on or after January 1, 2010, in addition to salary, employees shall receive longevity pay based on the following schedule:

<u>Years of Service</u>	<u>Percentage</u>
1-5	0%
6-10	1.5%
11-15	3%
16-20	4%
21-25	5%
Over 25	6%

- C. Effective January 1, 2019, for any employee hired prior to January 1, 2019, and not receiving a step in longevity pay for 2019 shall receive one half of the next increase to their longevity and, thereafter, longevity shall be rolled in and eliminated. (i.e., an employee who was at 4% longevity in 2018 shall receive 5% longevity in 2019 which will then be rolled into the employee's base). Any employee due a longevity step in 2019 shall receive that step effective January 1, 2019 and thereafter it shall be rolled in and eliminated.
- D. Longevity shall be calculated as set forth in the spreadsheet attached hereto and made a part hereof.
- E. Employees hired on or after January 1, 2019 shall not receive longevity pay.

ARTICLE 13. DISCIPLINE

- A. All employees are expected to perform their respective duties and responsibilities conscientiously, efficiently, and in the best interests of the City. Any employee who fails to perform his job properly, violates any policies of the City, or violates any Federal, State or local law in the performance of his duties may be subject to discipline. Discipline shall be brought within 90 business days of when management should have reasonably had knowledge of the issues or events on which the discipline is based._
- B. Employees may be subject to discipline for:
 - a. Incompetency, inefficiency or failure to perform duties;
 - b. Insubordination.
 - c. Inability to perform duties.
 - d. Chronic or excessive absenteeism or lateness;
 - e. Conviction of a crime;
 - f. Conduct unbecoming a public employee;
 - g. Neglect of duty.
 - h. Misuse of public property, including motor vehicles;
 - i. Discrimination that affects equal employment opportunity (as defined in N.J.A.C. 4A:7-1.1), including sexual harassment;
 - j. Violation of Federal regulations concerning drug and alcohol use by and testing of employees who perform functions related to the operation of commercial motor

vehicles, and State and local policies issued there under; and

k. Other sufficient cause (i.e., violation of work rules).

C. Major discipline shall include:

a. Removal;

b. Disciplinary demotion;

c. Suspension or fine for more than five working days at any one time.

D. An employee who is subject to Major Discipline under this policy shall be served with a Preliminary Notice of Disciplinary Action setting forth written charges and specifications sufficiently detailed as to apprise such employee of the offending conduct which warrants discipline and the proposed penalty to be imposed. A copy of the Preliminary Notice of Disciplinary Action shall also be provided to the Union Local President on the same business day as it is served to an employee.

E. No Major Discipline shall be imposed, except in the case of immediate suspensions without pay under N.J.A.C. 4A:2-2.7, until after a Departmental Hearing takes place and a decision is issued in accordance with this Article, or the expiration of the deadline to request a Departmental Hearing.

F. Upon receipt of the written charges and specifications and proposed penalty, the employee may elect to accept the penalty in which event the same shall be imposed upon the employee. If the employee does not agree to the charges or the proposed penalty, the employee or Union may request a Departmental Hearing provided that such request is submitted in writing within five (5) business days of receipt of the charges and specifications. The request for a Departmental Hearing shall be submitted to the City Manager with a copy to the Department Head. The Departmental Hearing shall be scheduled not more than thirty (30) days following receipt of the request, unless the City and the Union agree to a longer time period.

G. The Departmental Hearing shall be conducted by the City Manager or his designee unless the City Manager is the party proffering the charges, in which event the Departmental Hearing shall be conducted by the City Manager's designee. Nothing herein shall be construed as preventing either the City Manager from designating an independent hearing officer to preside at such Departmental Hearing.

H. The hearing officer shall serve the employee and Union with a Final Notice of Disciplinary Action within twenty (20) days after the Departmental Hearing (or such additional time as the parties may agree).

- I. Failure to request a Departmental Hearing. In the event a written request for a Departmental Hearing is not filed in accordance with the provisions of this Article, then the employee shall be deemed to have waived the right to such Departmental Hearing and the proposed discipline set forth in the written charges and penalty shall be deemed to be agreed to by the employee.
- J. An employee or Union who has been disciplined as a result of a Departmental Hearing may appeal the matter to the Merit System Board by filing a written notice of appeal within twenty (20) days following the employee's receipt of the Final Notice of Disciplinary Action.
- K. Minor Discipline. Minor Discipline is a formal written reprimand or a suspension of five (5) working days or less. Formal written reprimands shall not be subject to appeal or grievance. Appeals of suspensions of five (5) or less days shall be subject exclusively to the Grievance procedures under Article 3 of this Agreement and shall not proceed beyond Step 2. Arbitration shall not be available for appeals of Minor Discipline.

ARTICLE 14. 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 year (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 statute, the regulations issued for each statute, and the judicial decisions interpreting the requirements of each statute. Employees taking leave pursuant to the FMLA or FLA 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.

The City shall advise employees of state and federal family leave benefits when they utilize more than five (5) consecutive sick days.

ARTICLE 15. BULLETIN BOARD

- A. One bulletin board shall be made available by the City at each of the following locations: Water & Sewer Department and Public Works yard. These bulletin boards may be utilized by the Union 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 that 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 filling of said openings.

ARTICLE 16. 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.

In accordance with N.J.S.A. 34:13A-5.3, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE 17. 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 18. NON-DISCRIMINATION

There shall be no discrimination by the City or the Union against an employee based upon the employee's race, color, creed, sex (including pregnancy), national origin, nationality, ancestry, age, familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic

information, liability for military service, and mental or physical disability, perceived disability, and AIDS and HIV status. 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 19. WORKING CONDITIONS

- A. The City is to provide lunch room facilities for employees.
- B. The City shall provide protective gloves for any work that may be damaging to an employee's hands. The City shall also provide any other protective equipment that may be needed along with wet weather gear. In addition to other benefits contained in this Article, each employee shall be paid seven hundred and fifty (\$750.00) dollars each year, for the purchase and maintenance, including cleaning of uniforms and protective work shoes or boots. The City will replace work clothes that have been damaged in the line of work. If at any time it is determined by the Department Head and/or chief executive of the City or a designated representative that an employee is not maintaining his uniform in proper condition, then said employee shall be required to purchase the items of clothing and protective work shoes or boots at the employee's cost. Should there be loss or damage of or to uniforms through negligence of an employee, then the employee shall replace those items at the employee's cost. The entire annual clothing allowance will be paid in the first pay of June each year. Additionally, employees will be reimbursed up to \$100 per year for safety boots/shoes upon providing receipts. Such reimbursement will be issued after the first pay in June each year.

Uniforms are required to be worn at all times.

1. Uniforms shall consist of the following:

- (a) Winter - (November 1 through April 1): Dark Blue or Black uniform work pants (Dickey or khaki style), blue jeans, Blue, Black or Gray or ANSI Yellow long sleeve shirts with Cape May City Logo, Black, Blue, or Gray or ANSI Yellow hooded or non-hooded sweatshirt with Cape May City Logo, Blue, Black or Brown Cart-Hart style jacket and coveralls. City/Public Works baseball hats are permissible.
- (b) Summer: (April 2 through October 31): Dark Blue or Black uniform shorts (dickey or khaki style) and blue or black or gray or ANSI Yellow short sleeve shirts with Cape May City Logo.
- (c) Employees shall not wear suggestive attire, athletic clothing, sneakers (unless specifically approved), sandals, non-uniform T-shirts, novelty buttons, non-uniform

baseball hats and similar items of casual attire that do not present a professional appearance.

- (d) Non-compliance may result in disciplinary action and employees violating this policy shall be required to take corrective action or will be sent home without pay.
- C. It shall be the responsibility of each employee to report any defective vehicles or equipment to the supervisor or chief executive of the City or a designated representative. If in the opinion of the supervisor and the chief executive of the City or a designated representative, the vehicle or equipment is unsafe, it shall then be removed from service until repaired.
- D. The City shall provide proper locker and toilet facilities at the public works garage situated on Canning House Lane.
- E. 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.
- F. In recognition of the additional responsibility and cost of qualifying for and maintaining the "Commercial Driver's License"(CDL) as required by the State of New Jersey, the City shall annually pay in the first pay period in December, each employee who continuously maintained a CDL B for the previous twelve (12) months the sum of one thousand six hundred (\$1,600) Dollars and for a CDL A, two thousand seven hundred and fifty (\$2,750) Dollars. This benefit shall not be pro-rated on any basis. The \$2,750 for the CDL A is not in addition to the \$1,600 but is in place of the \$1,600. All employees as of the date of the signing of this Agreement with a CDL A are eligible for this benefit. Thereafter, the Supervisor must certify that the employee needs the CDL A for his or her job title in order to receive the higher amount.
- G. Employees designated by the City as CDL Trainers will be responsible for training new employees to obtain their CDL Class A and Class B endorsements. Employees designated as Trainers will receive a \$1,200 annual stipend.

ARTICLE 20. DEDUCTIONS FROM SALARY

- A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. 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 21. 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 22. 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 23. FULLY BARGAINED PROVISIONS

- A. 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.
- 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 C. 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 24. TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2025, and shall remain in effect to and including December 31, 2027, 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 25. STIPENDS

- A. The City and Union shall maintain any stipends in effect as of the date of this Agreement. To the extent any stipends should be amended/established in the future, the City shall negotiate such changes with the Union prior to implementation. Stipends will be issued as separate payments from each other and from regular payroll.
- B. In addition, the City shall provide the following Stipends:
1. Stipend for Water Treatment Licenses:
 - (a) C-1/T-1/W-1 = \$800
 - (b) C-2/T-2/W-2 = \$2,500
 - (c) C-3 = \$3,000
 - (d) The increase from level one to level two and level two to level three shall not be in addition to the lower level compensation but shall be in place of it. For example, if an individual holds a C-1 license (and receives \$800) and, thereafter receives a C-2 license, then the individual would be paid a total of \$2,500. Each type of license (C, T, W) shall each be eligible for the payment. For example, if an individual holds a C-1 and a T-1 license, the individual would receive a total of \$1,600. The amount shall be pro-rated for any portion of the year that the individual does not hold that license. Further, the employee shall NOT receive these incentive payments if the license is required for the employee to hold the job. In order to receive the stipend for the C-3 license, it must first be approved by the Superintendent of Public Works and the City Manager.
 2. Pesticide Stipend - \$500 - provided to one individual only.
 3. SWTPO SCADA Monitoring Stipend: Employees who are required to remotely monitor the SCADA system will receive a stipend of \$3,500 paid in December of each year.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals at Cape May, New Jersey on this 18th day of February, 2026.

CWA LOCAL 1036

A Liebtay

CITY OF CAPE MAY
CAPE MAY COUNTY, NJ

[Signature]
ZACHARY MULLOCK, Mayor

[Signature]
ERIN C. BURKE, CITY CLERK

APPENDIX A. SEASONAL SCHEDULE

Beginning Memorial Day and ending Labor Day of each year, the following seven day per week job assignments are scheduled for full-time permanent employees:

A. Beach Cleaning Equipment Operators

5:00am to 1:00pm Monday through Friday

5:00am to 9am on Weekends

B. Trash and Recycling

6:00am to 2:00pm

C. Sweeper

6:00am to 2:00pm

D. All other Departments will have summer hours of 6:30am to 2:30pm.

APPENDIX B. FLEX CARE MEDICAL OPTIONS

2025-2027 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 C. SALARY RANGES

2025 STARTING SALARIES

Part-Time Positions

Laborer \$18.27/hour

Range 1 (entry level, non-competitive)

Laborer 1 \$38,000

Traffic Maintenance Worker

Range 2

\$40,000

Gardener

Electrician Helper

Equipment Operator

Laborer 2

Mechanic Helper

Motor Broom Driver

Public Works Repairer

Water Treatment Plant Operator

Water Meter Reader (Meter Reader 1)

Water Meter Repairer

Range 3

\$42,000

Heavy Equipment Operator

Laborer 3

Mechanic

Sewer Repairer 1 / Water Repairer 1

S/W Equipment Operator (Equipment Operator/Water Repairer)

Truck Driver

Range 4

\$44,000

Carpenter

Diesel Mechanic (Mechanic Diesel)

Electrician

Painter

Plumber

Range 5

\$47,000

Senior Carpenter

Senior Electrician

Senior Mechanic

Senior PW Repairer

Senior Plumber
Senior Water Treatment Plant Operator
Senior Traffic Maintenance Worker
Senior Water Meter Repairer
Sewer Repairer 2 / Water Repairer 2

Range 6

\$50,000

Assistant Supervisor Building Services
Assistant Supervising Carpenter
Supervising Electrician
Assistant Supervisor Heavy Equipment Operator
Assistant Supervising Maintenance Repairer
Assistant Supervisor Mechanic
Assistant Supervisor Public Works
Assistant Supervisor Traffic Maintenance
Assistant Supervisor Water and Sewer
Sewer Repairer 3 / Water Repairer 3
Supervising Equipment Operator

