

**AGREEMENT
BETWEEN
CITY OF CAPE MAY
AND
PBA LOCAL 59 - CAPE MAY CITY SUPERIOR OFFICERS ASSOCIATION**

**COMMENCING JANUARY 1, 2025
AND ENDING DECEMBER 31, 2028**

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THIS AGREEMENT, made effective the 17th day of June, 2025 by and between THE CITY OF CAPE MAY, Cape May County, New Jersey, (hereinafter referred to as the "City"), and PBA 59 - CAPE MAY CITY SUPERIOR OFFICERS ASSOCIATION of Cape May Police Department, (hereinafter referred to as PBA, the Union, PBA 59 SOA, and/or the Bargaining Unit"), being the bargaining unit representative for, and consisting of, only officers with the rank of Lieutenant and Captain in the Cape May City Police Department. Lieutenants and Captains are sometimes collectively referred to herein as: "officer"/"officers", "employee"/"employees", "superior officers" and/or "bargaining unit members".

WITNESSETH:

WHEREAS, the City recognizes PBA 59 SOA is the sole and exclusive bargaining representative for Captains and Lieutenants in the Cape May City Police Department; and

WHEREAS, the City and PBA 59 SOA seek to memorialize a mutual understanding with respect to the duties, responsibilities, chain of command, compensation, benefits, and that a continuous and efficient service will be rendered to and by both parties, for the benefit of both;

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
RECOGNITION

This Agreement shall retroactively apply and cover terms and conditions of employment for PBA 59 SOA bargaining unit members from January 1, 2025 through and including December 31, 2028.

ARTICLE 2
MANAGEMENT RIGHTS

The City hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and invested in it prior to the signing of this agreement, by the laws and constitution of the State of New Jersey and of the United States, except those limited by the specific and expressed terms of this agreement and then only to the extent that such specific and expressed terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

PBA 59 SOA acknowledges that the City has adopted by resolution(s) a Personnel Policy manual (the "Manual") which applies to all employees of the City. Additionally, the Police Department has its own written directives that apply to all department employees. Accordingly, if there are any provisions set forth in this Agreement which vary from the terms and conditions of the Manual or the written directives of the Department, the terms and conditions set forth herein shall control. To the extent that any terms and conditions of

the Manual are not altered by this Agreement, including any revisions made subsequent to the Effective Date of this Agreement, such terms and conditions shall apply to PBA 59 SOA.

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City under this Agreement shall be limited only by the specific and express terms of this Agreement and the applicable provisions of N.J.S.A. Title 11, Title 40, Title 40A, and the N.J. Administrative Code.

ARTICLE 3

DUTIES AND RESPONSIBILITIES OF BARGAINING UNIT MEMBERS

A. Lieutenant Duties and Responsibilities. The City hereby agrees to employ the Lieutenant(s) in accordance with the terms and conditions of this Agreement.

The Lieutenant(s) shall perform duties as Lieutenant of the Cape May Police Department in a diligent manner in conformance with N.J.S.A. 40A:14-118, in compliance with any non-conflicting City ordinances, Cape May Police Department Rules & Regulations and Standard Operating Procedures, and regulations and policies established by the Cape May County Prosecutor's office and New Jersey Attorney General's office, including the duties /responsibilities inherent in being a Lieutenant of the Department as generally established.

PBA 59 SOA also acknowledges that in the absence of the Chief and/or Captain that the Lieutenant(s) shall communicate with the City Manager, as the Appropriate Authority, for the efficiency and routine day-to-day operations of the Department and shall, pursuant to the policies established for the Department, be responsible to:

- Administer and enforce rules and regulations and special emergency directives for the disposition and discipline of the Department and its officers and personnel;
- Have, exercise, and discharge the functions, powers and duties of the Department;
- Prescribe the duties and assignments of all subordinates and other personnel;
- Delegate authority as they may deem necessary for the efficient operation of the Department to be exercised under his direction and supervision; and
- During any public safety emergency, storm related or otherwise, to report to the City Manager the status of such emergency, the number of personnel deployed, including any other public agencies engaged to assist the Cape May Police Department. Assist in the coordination and conveyance of information for the benefit of the general public unless otherwise prohibited by higher levels of authority with oversight pertaining to any public safety emergency.

B. Captain Duties and Responsibilities. The City hereby agrees to employ the Captain(s) in accordance with the terms and conditions of this Agreement.

A Captain shall perform duties as Captain of the Cape May Police Department in a diligent manner in conformance with N.J.S.A. 40A:14-118, in compliance with any non-

conflicting City ordinances, Cape May Police Department Rules & Regulations and Standard Operating Procedures, and regulations and policies established by the Cape May County Prosecutor's office and New Jersey Attorney General's office, including the duties /responsibilities inherent in being a Captain of the Department as generally established.

PBA 59 SOA also acknowledges that in the absence of the Chief, the Captain shall communicate with the City Manager, as the Appropriate Authority, for the efficiency and routine day-to-day operations of the Department and shall, pursuant to the policies established for the Department, be responsible to:

- Administer and enforce rules and regulations and special emergency directives for the disposition and discipline of the Department and its officers and personnel;
- Have, exercise, and discharge the functions, powers and duties of the Department;
- Prescribe the duties and assignments of all subordinates and other personnel;
- Delegate his authority as he may deem necessary for the efficient operation of the Department to be exercised under his direction and supervision; and
- During any public safety emergency, storm related or otherwise, to report to the City Manager the status of such emergency, the number of personnel deployed, including any other public agencies engaged to assist the Cape May Police Department. Assist in the coordination and conveyance of information for the benefit of the general public unless otherwise prohibited by higher levels of authority with oversight pertaining to any public safety emergency.

ARTICLE 4

WORK SCHEDULE AND OVERTIME PAYMENT

- A. All bargaining unit members shall spend sufficient time at their job to adequately insure the smooth and responsible operation of the Department over which they have supervisory control which shall normally be five (5) days, Monday through Friday forty (40) hours per week; however, superior officers may work on weekends as necessary. The normal schedule will generally include mornings and afternoons. This schedule is further subject to additional hours pursuant to the provisions of this Article 4.
- B. Superior officers are salaried positions as established herein and is designated as an "exempt" employee under the Fair Labor Standards Act and New Jersey Wage and Hour Laws. As an exempt employee, and unless otherwise expressly stated in this Agreement, superior officers are not entitled to any overtime pay or compensatory time regardless of the number of hours worked in any day or week except as follows:
1. Superior officers are approved by the Chief of Police to work overtime in the manner of extra duty assignments only after all full-time PTC certified officers/sergeants have declined and/or are unable to work (i.e. scheduled to work

regular duties, schools, etc.) said assignments wherein the City is compensated by a contractor for such assignments.

2. Understanding that staffing shortages occur causing undue burden on officers by being mandated or ordered to work in order to meet minimum staffing requirements, superior officers may be given the option to work patrol overtime only after all other full-time PTC certified officers/sergeants have declined and/or are unable to work said assignments.
 3. In the event that any superior officer is eligible for overtime compensation under sub-paragraphs (1) and (2) above, the overtime rate shall be calculated as follows: Annual salary divided by 2,080 hours multiplied by 1.5 [(annual salary/2,080) x 1.5].
 4. Furthermore, superior officers shall not be entitled to any additional pay or compensatory time for working during days when City Hall is closed for emergency reasons such as, without limitation, a storm event.
- C. PBA 59 SOA acknowledges superior officers are not eligible for compensatory time. However, in the event that at the end of the bi-weekly pay period a Lieutenant and/or Captain is "at hours" (80 total hours completed for pay period) and is recalled to duty or ordered to remain at work beyond regular hours of work, they shall be allowed to use the overage of those hours in the immediately following pay period of work (at regular pay). The requested hours shall not be carried past the next pay period. Superior officers shall note the hours carried over on the applicable time sheet(s).
- D. Superior officers shall attend all events as directed by the Chief such as: Fourth of July fireworks, Independence Day Parade, Christmas Parade, September 11th Patriot Ceremony, Memorial Day Ceremony, Veteran's Day Ceremony. No additional compensation or compensatory time shall be granted for attendance at special events.

ARTICLE 5

SICK/INJURY LEAVE

A. Sick Leave

1. Bargaining Unit Members shall receive fifteen (15) sick/injury days, or one hundred and twenty (120) hours of sick/injury leave per year.
2. Any unused sick/injury days/hours shall accumulate to each officer's credit from year to year, to be used if and when needed for such purposes.
3. Sick leave may be used by an officer if they are unable to work because of:
 - a. Personal illness or injury (see N.J.A.C. 4A:6-1.21B for Federal family and medical leave).

- b. Exposure to contagious disease (see N.J.A.C. 4A:6-1.21B for Federal family and medical leave).
 - c. Appointments for doctors, dentists, orthodontics, or other medical/health or wellness professionals.
 - d. Care, for a reasonable period of time, of a seriously ill member of the member's immediate family (see Article 9 for definition of immediate family).
4. Superior officers shall provide a physician's note in the event of five (5) or more consecutive workdays (40 consecutive hours) or seven (7) or more consecutive calendar days (56 hours) in which the officer is out on sick leave.
 5. Subject to applicable limits and prohibitions as set forth in the New Jersey Sick Leave Reform Laws, N.J.S.A. 40A:9-10.2 thru N.J.S.A. 40A:9-10.5, bargaining unit members will be entitled to a cash payment upon retirement for unused sick leave in accordance with the following formulas:
 - a. Having served twenty-five (25) or more years of service, officers will be paid fifty (50%) percent of the value of accumulated unused sick leave up to a maximum of Fifteen Thousand Dollars (\$15,000.00).
 - b. To the extent an officer has additional unused sick time after applying subparagraph (a) above, he/she shall be able to use up to 150 sick hours to be deposited by the City into a deferred compensation account at their rate of pay applicable at the time of his retirement. The terms of this provision shall be subject to applicable IRS limitations on deposits that can be made into a deferred compensation account.
 - c. If an officer retires with under twenty-five (25) years of service, he will be paid twenty-five (25%) percent of the value of accumulated unused sick leave up to maximum of Fifteen Thousand (\$15,000.00) Dollars.
 6. The Parties expressly acknowledge the above provisions must conform with N.J.S.A. 11A:6-19.2 for any bargaining unit member to receive the benefits above.
 7. The annual sick leave shall be credited to officers on the first pay period of each year in accordance with Article 8.

The parties' rights and obligations under this Article shall be in accordance with, and shall not supersede, applicable New Jersey law and Federal Law.

B. Injury Leave

The terms of the City's Injury Leave Policy shall apply, consistent with N.J.S.A. 40A:14- City of Cape May and PBA Superior Officers Association; CBA (January 1, 2025 – December 31, 2028)

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If incapacitated and unable to work because of an injury sustained in the performance of police duties, as evidenced by a Certificate of a City- designated physician or other doctor acceptable to the City, the bargaining unit members shall be granted in addition to annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of three hundred sixty-five (365) days or so much thereof as may be required, as evidenced by certificate of a City-designated or accepted physician, but not longer than a period of which worker's compensation payments are allowed.

If, at the end of such three hundred sixty-five (365) day period, an officer is unable to return to duty, a Certificate from the City- designated or accepted physician shall be presented, certifying to this fact, and the officer may elect to use all or any part of the sick leave accumulated to supplement compensation payments so that the combined compensation payments and sick leave and allowance will approximate the officer's regular basic wage or salary payment.

During the period in which the full salary or wages of the officer on disability leave is paid by the City of Cape May, any workers' compensation payments made to or received by or on behalf of the officer shall be deducted from the amount carried on the payroll for him or shall be assigned to the City of Cape May by the insurance carrier or the officer.

Whenever the City-designated physician or physician acceptable to the City shall report in writing that the officer is fit for duty, such disability leave shall terminate and the officer shall forthwith report for duty.

Furthermore, if an officer during the period of his/her disability is fit to perform "other" modified duties, the City may, at its discretion, allow or require the officer to perform these modified duties. The officer's ability to perform such modified duties shall be determined by a City- designated physician or other physician acceptable to the City. The assignment and duration of any modified duty responsibilities shall be at the sole discretion of the City.

ARTICLE 6 VACATION LEAVE

- A. As of the effective date of this Agreement, superior officers shall receive vacation leave days as follows:
 - a. Captain thirty (30) vacation leave days (240 hours) per year.
 - b. Lieutenant twenty-seven (27) vacation leave days (216 hours) per year for 19 or less years of employment with the City
 - c. Lieutenant thirty (30) vacation leave days (240 hours) per year upon reaching their 20th year of employment with the City.

- B. Superior officers shall be allowed to carry any unused vacation leave into the succeeding year only but will not be permitted to accumulate leave from year to year

thereafter. If business demands prevent an officer from using accumulated vacation time that is carried over, the City shall work with the officer to afford the employee the ability to use accumulated vacation time and avoid losing it for non-use.

- C. The annual vacation leave allowance shall be credited to each officer on the first pay period of each year in accordance with Article 8.
- D. The vacation period shall be from January 1 through June 15, and from the day after Labor Day through December 31 or each year. By mutual agreement between the superior officer(s) and the City, vacations may be permitted from June 16 through Labor Day, and shall be limited to ten (10) vacation days (80 hours) during such period.
- E. Vacation leave may be taken in one (1) hour increments. All requests for vacation leave must be approved by the Chief of Police, or his/her designee.
- F. Any employee who retires will be paid in full for all vacation leave not used and remaining to his/her credit on the last day of employment, except that vacation time during the year of retirement shall be prorated. Payment for unused vacation leave upon retirement will be made in the next subsequent payroll period, unless the retiree and the City mutually agree to a future date for payment.

ARTICLE 7 **PERSONAL LEAVE**

- A. Superior officers shall receive three (3) personal days or twenty-four (24) hours of personal leave per year.
- B. Superior officers shall not be allowed to carry such leave into the succeeding year.
- C. The annual personal leave allowance shall be credited to each superior officer on the first pay period of each year in accordance with Article 8.

ARTICLE 8 PRORATION OF PAID LEAVE

All paid leave entitlements for the entire year shall be credited to superior officers at the beginning of each calendar year in anticipation of continued employment for the full year. In the event a superior officer terminates employment, including retirement, or if the City terminates the superior officer's employment for disciplinary reasons, the City shall recover the prorated value of vacation, sick, and personal leave, and if an employee utilizes more leave than is earned, then the employee shall be required to reimburse the City for the value of the used, but unearned, leave.

ARTICLE 9 BEREAVEMENT LEAVE

Officers shall be granted time off without deduction from pay or time owed for the death in the immediate family, from the day of the death up to and including the day of the funeral or memorial service, not to exceed four (4) days or (32) hours.

- A. Immediate Family – shall be defined as spouse, civil union partner, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law, brother-in-law or significant other.
- B. Also, the officers may request leave on the occasion of the death of any other family member (i.e., niece, nephew) not mentioned above, or close personal friends to attend the funeral or memorial service, not to exceed (1) day or (8) hours.
- C. Reasonable verification of the event may be required by the City.
- D. Such bereavement leave is in addition to any holiday, day off, vacation leave, or personal time off falling within the time of the bereavement leave. In the event additional time off is requested to grieve, attend a funeral, or handle family affairs in relation to the death, the leave may be extended with the use of vacation or personal time off at the discretion of the Chief of Police.
- E. Officers shall notify the Chief related to the use of Bereavement Leave.

ARTICLE 10 HOLIDAYS

- A. The City recognizes the following holidays:

New Year's Day, Martin L. King Day*, President's Day*, Good Friday, Memorial Day*, Juneteenth*, Independence Day, Labor Day*, Columbus Day*, Veteran's Day, General Election Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
(*observed holiday shall be on the Federally observed day)

- B. Holiday time totaling the amount of recognized holidays multiplied by 8 hours will be prorated and issued at the beginning of each calendar year and shall only be used during the same calendar year.
- C. If a superior officer works on a declared or observed holiday, the hours worked shall count toward their weekly 40 hours worked and he or she will not be entitled to any additional pay or compensatory time.

ARTICLE 11
INSURANCE, HEALTH AND WELFARE

- A. The City shall continue to provide and maintain health benefits coverage and dependent coverage for officers through the New Jersey State Health Benefits Plan ("SHBP") or a plan that is substantially similar to or better than the SHBP.
- B. The officers shall be required to make contributions toward their health insurance in accordance with the provisions set forth in Chapter 78, P.L. 2011, or 1.5% of his base salary, whichever is greater.
- C. The City shall have the right to change health benefits carriers so long as substantially similar benefits are provided.
- D. Upon retirement after twenty-five (25) years of service with the City, the City will provide the officers and their eligible dependent children, spouse and/or civil union partner at the time of retirement, lifetime medical coverage as set forth in this Article and subject to (1) the conditions established below and (2) the requirements of SHBP, including requirements to participate in Medicare and the premium cost sharing provisions as outlined in P.L. 2011, Chapter 78. Any employee with less than twenty (20) years of service as of June 28, 2011, is subject to health insurance premium cost sharing in retirement.
- E. The employees will continue to have their existing health insurance plan paid by the City through the SHBP and shall receive the Direct 15 option (or a plan that is substantially similar to or better than SHBP Direct 15) with no additional contribution except those under P.L. 2011, Chapter 78, but may be permitted to select an option other than Direct 15 level benefits; provided that if there are additional premiums they will be paid by the employee. Such additional costs may be reimbursed through the City's Flex Care Benefits Program, as set forth below. 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 knits (the "SHBP w/o Prescription"). In the event the options available under the SHBP change or the City's health care provider changes, the City shall designate the option that is most comparable to Direct 15 as the option that will continue to be offered at no charge to the members.
- F. Opt-Out.
 - 1. An officer may choose, in writing, to waive, opt-out, or "cash out" his health insurance benefits during the Open Enrollment Period for the next succeeding year. Participation in this program is totally voluntary and is only available if the officer is covered by health insurance through another source. In the event an officer waives health care coverage, they shall receive payment which shall not exceed 25%, or \$5,000, whichever is less, of the amount saved by the City because of the officer's waiver of coverage.

2. If an officer should waive or opt-out based on the terms of P.L. 2010 c. 2, any payments due the officer shall be paid on a quarterly basis through payroll with all appropriate deductions made from gross wages.
 3. If an officer voluntarily waives or opts-out of health insurance benefits, then he shall not be eligible to participate in the Flex Care Benefits program.
- G. Pursuant to State law, the City shall provide the employees two (2) Section 125 plan benefits for pre-tax payroll 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).
- H. Provided an officer does not opt out under Article 11.F, the City will also provide the officers Flex Care Benefits of \$1,550 for selecting "employee only" coverage and \$2,450 for selecting coverage other than "employee only" coverage. These funds may be used for medical, prescription, dental or vision expenses, deductibles or contributions as set forth on Schedule A attached hereto. If Sergeants and/or Patrol Officers receive a greater amount for Flex Care Benefits, the SOA Flex Care Benefits set forth herein, and in Schedule A, shall increase to equal amounts received by Sergeants and/or Officers.
- I. The City will maintain personal liability and false arrest insurance, at coverage levels equal to or greater than those in effect at the time of this Agreement. A copy of the false arrest policy will be provided to an officer upon request upon request.
- J. The City shall provide insurance coverage on an employee's personal vehicle when said vehicle is authorized to be used in the scope of employment, as defined in the City's insurance contract.
- K. In accordance with N.J.S.A. 40A:14-155, whenever an employee is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the City shall provide the employee with the necessary means for the defense of such action or proceeding. In the event that an employee utilizes counsel other than that supplied by the City, the fees and costs shall be agreed upon by the attorney and the City prior to the attorney performing such services. The above does not apply for the defense of an officer in a disciplinary proceeding instituted against him by the City or in criminal proceeding instituted as a result of a complaint on behalf of the City.
- L. The City shall provide Dental and Vision coverage at no cost to the employee.
- M. Flex Care Card and Program. Employees that receive a "cash out" for health insurance as a result of having coverage via a private health insurance plan do not get the Flex Care Card benefits. Employees that receive health insurance via the state health benefits plan through the City or otherwise and do not receive a "cash out" will receive the Flex Care Card benefits.

The following employees are eligible to participate in the Flex Care Program:

- PBA employees who are enrolled in the City's health benefits coverage, which is currently provided through the State Health Benefits Plan (SHBP); and
- PBA employees who: (i) waive coverage under the City's health benefits plan; and (ii) do not receive any additional compensation for waiving such coverage (referenced as an "opt-out" payment).
- **Example No. 1:** Employee A is enrolled in the SHBP through the City's coverage. Employee A is eligible to participate in the Flex Care Program.
- **Example No. 2:** Employee B's spouse is employed by the State of New Jersey, and the spouse is enrolled in the SHBP through her employment with the State. Employee B has health insurance coverage through the spouse's SHBP coverage. Employee B has waived SHBP coverage under the City's offered plan. Under New Jersey law, Employee B is not eligible for an "opt-out" payment from the City because his "other coverage" is through the SHBP. As a result, Employee B is eligible to participate in the City's Flex Care Program because: (i) he waived coverage under the City's health benefits plan; and (ii) he did not receive an "opt-out" payment from the City.

The following employees are ineligible to participate in the Flex Care Program:

- PBA employees who: (i) waive coverage under the City's health benefits plan; and (ii) receive an "opt-out" payment from the City for waiving such coverage.
- **Example:** Employee C waives SHBP coverage under the City's offered plan. Employee C has health insurance coverage through her spouse's private plan offered by a private employer. Employee C receives the opt-out payment from the City for waiving coverage. As a result, Employee C is not eligible to participate in the City's Flex Care Program because: (i) she waived coverage under the City's health benefits plan; and (ii) she did receive an "opt-out" payment from the City.

ARTICLE 12
PENSION RIGHTS

- A. The bargaining unit members shall retain all pension rights under New Jersey Law and ordinances of the City of Cape May.

The Parties' rights and obligations under this Article shall be in accordance with, and shall not supersede, applicable New Jersey law.

ARTICLE 13
LEAVE OF ABSENCE

Leave of absence without pay may be granted for good cause to an employee for a City of Cape May and PBA Superior Officers Association; CBA (January 1, 2025 – December 31, 2028)

period up to six (6) months.

- A. Said leave shall be at the discretion of the City Manager.
- B. Said leave may be extended for up to an additional six (6) months of time in accordance with Civil Service laws.
- C. 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 ("NJFLA") and the regulations promulgated pursuant to those statutes supplemented in the Manual.
- D. The circumstances under which leave may be taken vary depending on the type of leave issued for each statute and, unless specifically addressed in and subject to the Manual, any judicial decision interpreting the requirements of each statute.
- E. Employees taking FMLA or NJFLA Leave may be required to use accrued sick leave, vacation leave, and administrative leave concurrent with the approved leave, if set forth in and subject to the Manual.
- F. The City retains the rights to require proper certification from a health care provider pursuant to all applicable laws.
- G. Any unpaid period of time greater than fourteen (14) calendar days shall be deemed a leave of absence.

ARTICLE 14 **COMPENSATION**

Superior officer salaries between January 1, 2025 and December 31, 2028 shall be as follows effective January 1 of each year.

	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Lieutenant Year 1	\$138,000.00	\$142,500.00	\$147,135.00	\$151,090.00
Lieutenant Upon Completion of 1 st Calendar Year	\$148,000.00	\$152,500.00	\$157,135.00	\$161,090.00
Captain	\$163,000.00	\$167,950.00	\$173,047.00	\$178,299.00

- A. Understanding that there may be times when officers are subpoenaed to appear in court or testify in administrative/criminal proceedings after they sever service with the City, the officers will be compensated by the City for such appearances/testimony. Compensation of a minimum of two hours will be paid for any appearance/testimony and will be increased hourly thereafter. Compensation will be calculated based on the hourly rate of the superior officer at the time of separation of service in section A. above (annual salary/2080 = hourly rate).

ARTICLE 15 TERMINAL LEAVE

- A. Once promoted, superior officers may not accrue additional terminal leave. Accrued terminal leave that has been earned may be used as days off in consecutive calendar days immediately prior to their retirement date or be compensated for the terminal leave days at their rate of pay before being promoted to superior officer. It is further acknowledged that the number of terminal leave days is based on eight (8) hour workdays. Should a bargaining unit member elect to take the terminal leave days off preceding retirement, then the officer shall not be permitted to accumulate any leave time or other fringe benefits during the terminal leave period.

B. Captain Bobik, Lt. Walker, Lt. Mazza

- a. Bobik: The Captain shall keep and maintain seventy-nine (79) terminal leave days accrued prior to his promotion to Captain of Police. The Captain is eligible to take the terminal leave days in consecutive calendar days prior to his retirement date or be compensated for the terminal leave days at the 2021 ending Lieutenant's salary rate of (\$129,176). It is further acknowledged that the number of terminal leave days is based on eight (8) hour workdays.
- b. Walker: As of the effective date of the Lieutenant's promotion, he had accumulated fifty-six (56) terminal leave days pursuant to a collective bargaining agreement to which he was a party prior to his promotion to Lieutenant. The Lieutenant is eligible to take the terminal leave days in consecutive calendar days immediately prior to his retirement date or be compensated for the terminal leave days at the 2021 salary rate of pay when he was promoted (Sgt. = \$109,601.00). It is further acknowledged that the number of terminal leave days is based on eight (8) hour workdays. Should the Lieutenant elect to take the terminal leave days off preceding retirement, then the Lieutenant shall not be permitted to accumulate any leave time or other fringe benefits during the terminal leave period.
- c. Mazza: As of the effective date of the Lieutenant's promotion, he had accumulated eighty (80) terminal leave days pursuant to a collective bargaining agreement to which he was a party prior to his promotion to Lieutenant. The Lieutenant is eligible to take the terminal leave days in consecutive calendar days immediately prior to his retirement date or be compensated for the terminal leave

days at the 2021 salary rate of pay when he was promoted (Sgt. = \$109,601.00). It is further acknowledged that the number of terminal leave days is based on eight (8) hour workdays. Should the Lieutenant elect to take terminal leave days off preceding retirement, then the Lieutenant shall not be permitted to accumulate any leave time or other fringe benefits during the terminal leave period.

- C. Terminal leave, if still applicable, shall be administered by article 13 in the PBA Local 59 Contract as of January 1, 2024.
- D. Terminal leave will no longer be provided to any employees hired after January 1, 2018.

ARTICLE 16 **USE OF VEHICLE**

Superior officers will be provided with a City vehicle as a management decision and at the discretion of the City Manager or based upon a policy established by the City Council. The Captain(s) vehicle shall be unmarked while the Lieutenant(s) vehicle(s) may be marked or unmarked. Such vehicle(s) shall be used for official City business only, and not for private or personal use. The superior officers understand that the City's auto insurance plan does not cover passengers who are not employees or officials of the City of Cape May, or passenger not transported as part of official business.

ARTICLE 17 **CLOTHING EQUIPMENT**

- A. The City shall provide the below listed clothing items every two (2) years unless damaged on duty which shall be replaced immediately:
 - Two (2) long sleeve shirts (regular uniform), Two (2) short sleeve shirts (regular uniform), two (2) pair of police pants, one pair of uniform shoes or boots and any uniform alterations necessary. White short and long sleeve uniform shirts and any outerwear shall be replaced as necessary as approved by the Chief or designee.
- B. The City shall provide the following upon the Lieutenant's and Captain's promotion:
 - Uniform badge, wallet badge, hat badge, all rank and insignia pins/patches for all uniforms and outerwear. These items shall be replaced as necessary as approved by the Chief or designee.

ARTICLE 18 **GRIEVANCE PROCEDURE**

- A. The purpose of the grievance procedure shall be to settle all grievances between the City and the PBA 59 SOA as quickly as possible, so as to assure efficiency and promote employee morale.

- B. The term "grievance" as used herein means an appeal by the Union 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 a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.
- C. 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 specific terms and conditions of this Agreement.
- D. Steps of the grievance procedure. All grievances shall be processed as follows:
- Step 1: An employee shall present to the Chief of Police the grievance in writing within ten (10) calendar days after the incident complained of. An answer shall be made within five (5) calendar days.
- Step 2: If the grievance is not settled through step 1, the same shall be reduced to writing to the City Manager within five (5) days and the answer to such grievance shall be made in writing within five (5) days of submission. The City Manager's review may include meeting and discussing the matter with City employees and/or other individuals.
- Step 3: If the grievance is not settled through Steps 1 and 2, either party may refer the matter to the Public Employment Relations Commission within ten (10) calendar days after the determination by the City Manager. An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.
- E. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to them involved in the grievance. The arbitrator shall not have the authority to add, to modify, detract from, or alter in any way the provisions of this agreement or any amendment or supplement thereto.
- F. The costs for the services of the arbitrator shall be borne equally by the City and PBA 59 SOA. Any additional costs shall be paid by the party incurring same.
- G. The decision of the arbitrator shall be final and binding on both parties. The arbitrator's award shall be in writing specifying reasons for such decision.

ARTICLE 19

CONTINUATION OF BENEFITS NOT COVERED BY AGREEMENT

- A. All employment conditions not covered by the Agreement shall continue to be governed, controlled, and interpreted by reference to either City Ordinances, the Manual, or any present or past benefits which the officers customarily enjoy, but have not been specifically included in the Agreement.

- B. To the extent that the City enters into an employment and/or a collective bargaining

agreement by choice or by order of another authority, with any officers of the Department during the life of this Agreement which provides for a greater benefit than set forth herein, this Agreement shall be automatically amended to provide the bargaining unit members for such greater benefit.

ARTICLE 20

PROFESSIONAL DEVELOPMENT / TRAINING

- A. The employees, being a part of the Cape May Police Departments Command Staff/ Superior Officers, shall be permitted to attend and be compensated for any recognized school, seminars, in-service training conducted by or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs' of Police, New Jersey State Police, Federal Bureau of Investigation, NJOHSP and/or any other position related educational program of a management or supervisory nature. Provided that such training for these purposes does not exceed 20 days in one calendar year and shall not accumulate year to year.
- B. All expenses for such training will be borne by the City, these shall include travel, room fees, tuition, special clothing, books and any other reasonable expenses associated with the educational program referred to above. All membership association fees shall be the responsibility of the City. This professional development is important to ensure the direction of the police department is efficient and economical. As such training and peer associations are important to the department and the Lieutenant and Captain positions.
- C. The employee's attendance and the City's compensation for any professional development or training school, seminars, classes or programs subject to this Article shall be pre-approved by the Chief of Police.
- D. **Law Enforcement Officer License Fees.** All fees and costs for officers to obtain and renew police licenses shall be paid for by the City. Classes for continuing education and training shall be paid for by the City provided the classes for education and training have been approved by the Chief of Police.

ARTICLE 21

SEVERABILITY AND SAVINGS

- A. If any provisions of the Agreement or any application of this Agreement to the bargaining unit members is held to be contrary to law, then such provisions and application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect.
- B. In the event the invalid provision afforded a direct economic benefit, the parties shall meet and negotiate a new provision reflecting equal benefit.

- C. This Agreement constitutes the complete and exclusive statement of the agreement between parties. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of the parties.

ARTICLE 22

RETIREMENT

- A. Bargaining unit members shall retain all pension rights under New Jersey Law and ordinances of the City of Cape May.
- B. Upon retirement, bargaining unit members shall be permitted to keep their duty weapon and they shall be responsible for costs necessary to transfer their duty weapon into their ownership, if any.
- C. No later than thirty (30) days after an officers' retirement in good standing, the City Manager shall issue a letter to the officer confirming his/her retirement in good standing. Additionally, the City shall provide all information, forms and any other records necessary for the officer to apply for a retired firearms identification card and gun permit. No later than thirty (30) days after the officer's retirement, the City shall issue a Retired Police Identification Card and Badge with the applicable rank to the officer.
- D. If an officer passes away prior to retirement, all compensation owed to him /her pursuant to this agreement, including but not limited to payment for accumulated time shall be paid to the officer's designated beneficiary as provided by law.

The parties' rights and obligations under this Article shall be in accordance with, and shall not supersede, applicable New Jersey law.

ARTICLE 23

DURATION OF AGREEMENT

This Agreement shall be effective and/retroactive to January 1, 2025 and shall remain in effect to and including December 31, 2028. This Agreement shall continue in force and affect until a successor agreement is executed between the parties. This Agreement shall be enforceable upon full execution by both parties, ratification by PBA 59 SOA, and approval by the governing body.

ARTICLE 24

ENTIRE AGREEMENT

This Agreement and the express terms and conditions set forth herein constitute the full and final agreement between the City and PBA 59 SOA. Any and all understandings regarding

any benefits that are subject to interpretation and/or application of State law of any kind including, without limitation, future entitlements, lifetime health benefits and pension rights which not expressly incorporated into this Agreement are not binding on either party. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the City of Cape May, New Jersey, on this day of 06/17/2023

ATTEST:

By: 

Erin Burke, Clerk

CITY OF CAPE MAY

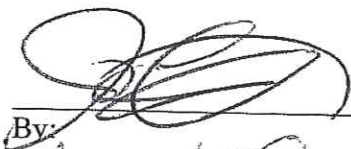
By: 

Zachary Mullock, Mayor

ATTEST:

By: _____

**PBA LOCAL 59 CAPE MAY CITY
SUPERIOR OFFICERS ASSOCIATION**

By: 



SCHEDULE A

	Employee Only	Employee & Dependents
FLEX CARE BENEFITS	\$1,550.00	\$2,450.00
VISION CARE	\$	\$
PRESCRIPTIONS	\$	\$
DENTAL CARE	\$	\$
HEALTH CARE CONTRIBUTIONS	\$	\$
ALTERNATIVE STATE HEALTH BENEFIT OPTION	\$	\$
DR. PRESCRIBED HEALTH AIDES	\$	\$
DEDUCTIBLE RESERVE	\$	\$
20% CO-PAY RESERVE	\$	\$
HEALTH CLUB MEMBERSHIPS	\$	\$
OTHER HEALTH CARE RELATED ITEMS APPROVED BY CITY	\$	\$

Employees are required to select the dollar amounts for each Flex Care Option each December for the next following calendar year. Dollar amounts selected will be locked in as of the first business day of each year. Employees will be required to submit paid bills for reimbursement. Flex Care reimbursements will be made through and in conjunction with the issuance of regularly scheduled payroll. Any unused benefits will terminate at the close of the year. Employees who elect to "cash out" are not entitled to Flex Care benefits.

AUTHORIZATION: _____

DATE: _____

I understand and authorize my Flex Care Medical Options selected above.

City of Cape May and PBA Superior Officers Association; CBA (January 1, 2025 – December 31, 2028)