

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

RESOLUTION NO. 220-06-2025

RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF CAPE MAY AND THE GOVERNMENT WORKERS UNION, UPPER MANAGEMENT UNIT, AND AUTHORIZING THE EXECUTION OF A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIES COVERING THE PERIOD JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

WHEREAS, the City of Cape May (the City) and Government Workers Union (the GWU) were parties to a collective bargaining agreement covering Upper Management employees employed by the City of Cape May, which expired December 31, 2024; and

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

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

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

WHEREAS, the Mayor and City Council reviewed and discussed the MOA between the City and the GWU at a closed session held on June 17, 2025; and

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

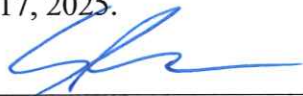
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May, County of Cape May, State of New Jersey, with the foregoing recital paragraphs incorporated herein, as follows:

1. The Recital paragraphs are incorporated as if fully set forth.
2. The City Council hereby approves the Memorandum of Agreement between the City of Cape May and Government Workers Union, representing Upper Management employees of the City of Cape May covering the period January 1, 2025 through December 31, 2027, a copy of which is attached hereto as EXHIBIT A and the Mayor and City Clerk are hereby authorized, directed and empowered to execute said Agreement on behalf of the City of Cape May as well as a final collective bargaining agreement incorporating such changes, subject to final editing as may be approved by City Manager and Labor Counsel.

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

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

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on June 17, 2025.


Erin C. Burke, City Clerk

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

cc: GWU
Labor Counsel
HR/Payroll
Management

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

June 13, 2025

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

1. Contract Term: A ~~3~~^{DT} year contract term from January 1, 2025 through December 31, 2027.
2. Annual Salary Increases: Salary increases shall be provided as follows:
 - 2025: See Item No. 3 below.
 - 2026: 3% (effective January 1, 2026)
 - 2027: 3% (effective January 1, 2027)
3. Employee-Specific Salary Items (effective January 1, 2025):
 - Lou Vito:
 - Effective January 1, 2025, Lou Vito's base salary shall be increased to \$136,000
 - Eric Prusinski:
 - Effective January 1, 2025, Eric Prusinski's base salary shall be increased to \$113,050
 - Robert Cummiskey:
 - Effective January 1, 2025, Mr. Cummiskey's base salary shall be increased to \$113,050

4. Article 9; Compensation:

- Article 9 shall be revised to confirm that a member's salary shall be at least four (4%) percent greater than any other City employee(s) that the respective member directly supervises.

5. Article 10; Sick Leave:

- Article 10 shall be revised to confirm members' receipt of annual Sick Leave on January 1 of each Calendar Year and members' monetary liability for any used buy unaccrued Sick Leave, in the event a member's employment with the City is severed prior to December 31 of the Calendar Year in which the severed employment relationship occurs.

6. Article 11; Retirement Compensation and Health Benefits:

- Article 11 shall be revised to confirm Dental and Vision coverage will be provided at no cost, based on the City's new health benefits plan (effective January 1, 2025).

7. Article 12.8; Flex Care Program:

- There shall be no material changes to the City's Flex Care Program between January 1, 2025 and December 31, 2025. Beginning January 1, 2026, Flex Care Program funds shall be used for the following expenses: (i) medical care; (ii) prescription; (iii) dental care; and/or (iv) vision care.

8. Article 13; Time Off (Vacation Leave):

- Article 13 shall be revised to confirm members' receipt of annual Vacation Leave on January 1 of each Calendar Year and members' monetary liability for any used buy unaccrued Vacation Leave, in the event a member's employment with the City is severed prior to December 31 of the Calendar Year in which the severed employment relationship occurs.

9. Article 13.2; Holidays:

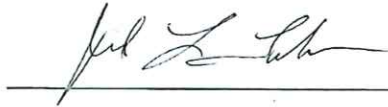
- Members shall be entitled to the following fourteen (14) paid holidays:

- | | |
|-----------------------|----------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin L. King Day | 9. Columbus Day |
| 3. Presidents' Day | 10. Veteran's Day |
| 4. Good Friday | 11. General Election Day |
| 5. Memorial Day | 12. Thanksgiving Day |
| 6. Juneteenth | 13. Day after Thanksgiving |
| 7. Independence Day | 14. Christmas Day |

*the above holidays shall be observed on the federally observed day.

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

GWU Upper Management



Name: David Tucker, GWU President

Date: June 30, 2025

City of Cape May, New Jersey



Name: ZACHARY MULLOCK, MAYOR

Date: 6/20/2025

