

AGREEMENT  
BETWEEN  
CITY OF CAPE MAY  
AND  
DEKON W. FASHAW SR.  
CHIEF OF POLICE DEPARTMENT  
COMMENCING JULY 1, 2024 AND ENDING DECEMBER 31, 2027

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THIS AGREEMENT, made effective the 30<sup>th</sup> day of July, 2024 by and between THE CITY OF CAPE MAY, Cape May County, New Jersey, (hereinafter referred to as the "City"), and Dekon W. FASHAW SR., Chief of Cape May Police Department, (hereinafter referred to as "Fashaw" or "Chief").

**WITNESSETH:**

WHEREAS, Fashaw was sworn into office as the Chief of the Cape May City Police Department (the "Department") on February 1, 2021 by Cape May City Mayor Zachary Mullock;

WHEREAS, the City and Chief desire to continue their mutual understanding with respect to the duties, responsibilities, chain of command, compensation, benefits, and the relationship between the Chief of Police and the City Manager, as the "appropriate authority" of the Department, as defined in N.J.S.A. 40A:14-118 ("Appropriate Authority").

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, TERM, AND EFFECTIVE DATE**

This Agreement represents the complete and final understanding on all negotiable issues between the City and Fashaw. This Agreement shall be effective and retroactive to July 1, 2024 through December 31, 2027.

This Agreement shall become effective on the date that it is fully executed by Fashaw and an authorized City representative ("Effective Date").

**ARTICLE 2**

**MANAGEMENT RIGHTS**

- A. 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.
- B. The Chief acknowledges that the City has adopted by resolution(s) a Personnel Policy manual (the "Manual") which applies to all employees of the City. Accordingly, if there are any provisions set forth in this Agreement which vary from the terms and conditions of the Manual, 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, such terms and conditions in the Manual, including any revisions made subsequent to the Effective Date of this Agreement, shall apply to the Chief.

- C. Consistent with the duties and responsibilities of the City Manager as the Appropriate Authority, the City Manager shall be responsible for the development and/or approval of all Rules & Regulations, policies and standard operating procedures of the Department, as defined below, for all hiring, promotions and discipline with respect to members of the Department, and establishing the number of, and policies with respect to, the Special Officers which may be hired by the City Manager from time to time during the peak tourism seasons, and for any other administrative functions that are not specifically enumerated as part of the Chief's responsibilities set forth in Section 3(C) below.
- D. The Chief shall report to the City Manager on a monthly basis or as otherwise requested with respect to all activity within the Department including, without limitation, scheduling, assignments, overtime, special projects, investigations and any other matters of importance which impact the Department and the City or as requested by the City Manager.
- E. 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 THE CHIEF OF POLICE**

- A. The City hereby agrees to employ the Chief in accordance with the terms and conditions of this Agreement.
- B. The Chief shall perform his duties as Chief of Police in a diligent manner in conformance with N.J.S.A. 40A:14-118, in compliance with any non-conflicting City ordinances 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 the Chief of Police as generally established.
- C. The Chief also acknowledges that the City has adopted an ordinance pursuant to N.J.S.A. 40A:14-118, designating the City Manager as the Appropriate Authority. As such, the Chief is responsible to 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 by the City Manager, be responsible to:
  - 1. Administer and enforce rules and regulations and special emergency directives for the disposition and discipline of the Police Department

and its officers and personnel, including Cape May City Code Enforcement Officers.

2. Have, exercise, and discharge the functions, powers and duties of the Police Department, including Cape May City Code Enforcement Officers.
3. Prescribe the duties and assignments of all subordinates and other personnel, including Cape May City Code Enforcement Officers.
4. Delegate his authority as he may deem necessary for the efficient operation of the Police Department to be exercised under his direction and supervision, including Cape May City Code Enforcement Officers and;
5. Report at least monthly to the City Manager in such form as shall be prescribed by the City Manager on the operation of the Department during the preceding month and make such other reports as may be requested by the City Manager.

#### ARTICLE 4

##### WORK SCHEDULE AND OVERTIME PAYMENT

The Chief shall spend sufficient time at his job to adequately insure the smooth and responsible operation of the Department over which he has supervisory control which shall normally be five (5) days, forty (40) hours per week; subject, however, to additional hours pursuant to the provisions of Paragraphs A and B below of this Article 4.

- A. The position of Chief of Police is a salaried position as established herein. The Chief understands and agrees that he is an exempt employee under the Federal Labor Standards Act and New Jersey Wage and Hour Laws. As an exempt employee, and pursuant to this Agreement, the Chief is not entitled to any overtime pay or compensatory time regardless of the number of hours worked in any day or week. Furthermore, the Chief 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.
- B. The Chief shall attend all events as directed by the City Manager such as: Fourth of July fireworks, Independence Day Parade, Christmas Parade, September 11<sup>th</sup> 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. The Chief 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 the Chief's credit from year to year, to be used if and when needed for such purposes.
3. Sick leave may be used by the Chief if he is unable to work because of:
  - a. Personal illness or injury (see N.J.A.C. 4A:6-21B 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. Care, for a reasonable period of time, of a seriously ill member of the Chief's immediate family (see Article 9 for definition of immediate family).
4. The Chief shall provide a physician's note in the event of five (5) or more consecutive workdays or seven (7) or more consecutive calendar days in which the Chief is out on sick leave.
5. The Chief 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, the Chief will be paid the value of accumulated and unused Sick Leave Hours up to a maximum of Fifteen Thousand Dollars (\$15,000.00).
  - b. To the extent the Chief has additional unused sick time after applying subparagraph (a) above, he shall be able to use up to 250 sick hours to be deposited by the City into his deferred compensation account at his 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 the Chief's deferred compensation account.
  - c. The Parties expressly acknowledge the Chief's eligibility to receive the benefits set forth in this section pursuant to N.J.S.A. 11A:6-19.2 as an employee hired in 2004.

6. The annual sick leave shall be credited to the Chief on the first pay period of each Calendar Year in accordance with Article 8.

B. Injury Leave

1. The terms of the City's Injury Leave Policy shall apply to the Chief's employment, consistent with N.J.S.A. 40A:14-137.
2. If incapacitated and unable to work because of an injury sustained in the performance of his police duties, as evidenced by a Certificate of a City-designated physician or other doctor acceptable to the City, the Chief shall be granted, in addition to his 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.
3. If, at the end of such three hundred sixty-five (365) day period, the Chief is unable to return to duty, a Certificate from the City-designated or accepted physician shall be presented, certifying to this fact, and the Chief 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 Chief's regular basic wage or salary payment.
4. During the period in which the full salary or wages of the Chief 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 Chief 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 Chief.
5. Whenever the City-designated physician or physician acceptable to the City shall report in writing that the Chief is fit for duty, such disability leave shall terminate, and the Chief shall forthwith report for duty.
6. Furthermore, if the Chief during the period of his disability is fit to perform "other" light duties, the City may, at its discretion, allow or require the Chief to perform these light duties. The Chief's ability to perform such light duties shall be determined by a City-designated physician or other physician acceptable to the City. The assignment and duration of any light duty responsibilities shall be at the sole discretion of the City.
- 7.

**ARTICLE 6**  
**VACATION LEAVE**

- A. The Chief shall receive thirty (30) vacation leave days or two hundred and forty (240) hours per year.
- B. The Chief shall be allowed to carry any unused vacation leave into the succeeding year only but will not be permitted to accumulate from year to year thereafter.
- C. The carried over vacation leave must be used by June 1<sup>st</sup> of the year into which such leave was carried.
- D. The annual vacation leave allowance shall be credited to the Chief on the first pay period of each year in accordance with Article 8.
- E. 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 Chief and the City, vacations may be permitted from June 16 through Labor Day, and shall be limited to ten (10) vacation days during such period.
- F. Subject to availability of funds, the Chief shall be able to cash out not more than fifteen (15) unused vacation days, including during the year of retirement. Accordingly, upon retirement and subject to availability of funds, the Chief shall not be entitled to receive a cash payment for more than fifteen (15) vacation days.

**ARTICLE 7**  
**PERSONAL LEAVE**

- A. The Chief shall receive three (3) personal days or twenty-four (24) hours of personal leave per year.
- B. The Chief shall not be allowed to carry such leave into the succeeding year.
- C. The annual personal leave allowance shall be credited to the Chief 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 the Chief at the beginning of each calendar year in anticipation of continued employment for the full year. Leave entitlements shall be prorated and credited for the months of actual service during the last year of employment. If the Chief retires and has used more leave entitlement than he has earned (on a pro-rated basis), he will be required to reimburse the City for any used but unearned leave time.

**ARTICLE 9**  
**BEREAVEMENT LEAVE**

The Chief 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 Chief 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 one (1) day or eight (8) hours.
- C. Reasonable verification of the event may be required by the City.
- D. The Chief shall be permitted to use reasonable amounts of other leave time to extend time needed to mourn the loss of a close friend or family member upon exhaustion of bereavement leave.

**ARTICLE 10**  
**HOLIDAYS**

- A. The City recognizes the following holidays:  
  
New Year's Day, Martin L. King Day\*, Lincoln's Birthday, President's Day, Good Friday, Memorial Day\*, Independence Day, Labor Day\*, Columbus Day\*, Veteran's Day, General Election Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. \*observed holiday(s).
- B. If the Chief works on a declared holiday, he will not be entitled to any additional pay or compensatory time or additional time off. Furthermore, the Chief shall work on such holidays as directed by the City Manager.

**ARTICLE 11**  
**INSURANCE, HEALTH AND WELFARE**

- A. The City shall continue to provide and maintain health benefits coverage and dependent coverage for the Chief through the New Jersey State Health Benefits Plan ("SHBP").
- B. The Chief shall be required to make contributions toward his 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 Chief and his 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 Chief will continue to have his existing health insurance plan paid by the City through the SHBP and shall receive the Direct 15 option with no additional contribution except those under P.L. 2011, Chapter 78. The Chief may be permitted to select an option other than Direct 15; provided that if there are additional premiums they will be paid by the Chief. 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 limits (the "SHBP w/o Prescription"). In the event the options available under the SHBP change, the City shall designate the option that is most comparable to Direct 15 as the option that will continue to be offered at no charge to the Chief.
- F. Opt-Out.
  - 1. The Chief 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 Chief is covered by health insurance through another source. In the event the Chief waives health care coverage, he shall receive payment which shall not exceed 25%, or \$5,000, whichever is less, of the amount saved by the City, because of the Chief's waiver of coverage.

2. If the Chief should waive or opt-out based on the terms of P.L. 2010, c. 2, any payments due the Chief shall be paid on a quarterly basis through payroll with all appropriate deductions made from gross wages.
  3. If the Chief 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 Chief 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 the Chief does not opt out under Article 11.E, the City will also provide the Chief a Flex Care Benefit 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 in Schedule A attached hereto.
- I. Provided the Chief does not opt out under Article 11.F., the City will also provide/make available to the Chief a Dental and Vision plan that is consistent with the most comprehensive dental and vision benefits plan offered to any other city employee during the time of this agreement.
- J. 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 the Chief upon request.
- J. The City shall provide insurance coverage on the Chief'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 the Chief 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 Chief with the necessary means for the defense of such action or proceeding. In the event that the Chief 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.

**ARTICLE 12**  
**PENSION RIGHTS**

The Chief shall retain all pension rights under New Jersey Law and ordinances of the City of Cape May.

Upon retirement, the Chief of Police shall be permitted to keep his duty weapon and he shall be responsible for costs necessary to transfer his duty weapon into this ownership, if any.

No later than thirty (30) days after the Chief's retirement in good standing, the City Manager shall issue a letter to the Chief confirming his retirement in good standing. Additionally, the City shall provide all information, forms and any other records necessary for the Chief to apply for a retired firearms identification card and gun permit. No later than thirty (30) days after the Chief's retirement, the City shall issue a Retired Chief of Police Identification Card and Badge to him.

If the Chief passes away prior to retirement, all compensation owed to him pursuant to this agreement, including but not limited to payment for accumulated time shall be paid to his designated beneficiary (Ann Marie Fashaw) 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 13**  
**LEAVE OF ABSENCE**

A leave of absence without pay may be granted for good cause to the Chief for a 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. The Chief 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**

| July 1, 2024 | January 1, 2025 | January 1, 2026 | January 1, 2027 |
|--------------|-----------------|-----------------|-----------------|
| \$175,000    | \$180,250       | \$185,657       | \$191,227       |

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 Chief 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 Chief at the time of separation of service (total annual compensation divided by 2080 hours = hourly rate).

**ARTICLE 15**  
**TERMINAL LEAVE**

As of the Effective Date of this Agreement, Chief Fashaw will have had completed 22 years of service & dedication to the City of Cape May / eighty-eight (22 years x 4 days per year = 88 days) terminal leave days pursuant to a collective bargaining agreement to which he was a party prior to his promotion to Chief of Police. The Chief 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 (\$124,160). It is further acknowledged that the number of terminal leave days is based on eight (8) hour workdays. Should the Chief elect to take the terminal leave days off preceding retirement, then the Chief shall not be permitted to accumulate any leave time or other fringe benefits during the terminal leave period.

## ARTICLE 16

### USE OF VEHICLE

The Chief is 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. If provided, such vehicle shall be identified as a City vehicle and be used for official City business, and limited professional use within the state of New Jersey, with no limit on the use of the vehicle for police work or anything associated with public safety function, such as attending meetings, in-service training, conferences, preparatory classes, with limited personal use and any other travelling needed to carry out the duties of Chief of Police.

The Chief understands that the City's auto insurance plan does not cover passengers who are not employees or officials of the City of Cape May, or passengers not transported as part of official City business. The City shall maintain the proper upkeep and maintenance for said vehicle. Travel outside of this state shall be approved in advance by the City Manager.

## 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 & white), two (2) short sleeve shirts (regular uniform & white), two (2) pair of police pants, two (2) sets of BDU style uniforms and any uniform alterations necessary. White short and long sleeve uniform shirts and any outerwear shall be replaced as necessary as approved by the City Manager.

- B. The City has provided the following upon the Chief'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 and as approved by the City Manager.

## ARTICLE 18

### GRIEVANCE PROCEDURE

- A. The purpose of the grievance procedure shall be to settle all grievances between the City and the Chief 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 Chief 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: The Chief shall present to the City Manager the grievance in writing within ten (10) calendar days after the incident complained of. An answer shall be made within seven (7) calendar days.

Step 2: If the grievance is not settled through Step 1, 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 him/his 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 the Chief. 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 this 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 Chief of Police customarily enjoys, 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 Chief for such greater benefit. The salary of the Chief shall be at least four (4%) percent greater than any other officer no matter the title or position within the Cape May Police Department.

## ARTICLE 20

### PROFESSIONAL DEVELOPMENT

- A. The Chief is the highest-ranking member of the Cape May City Police Department. 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 Chief.
- B. The Chief shall be permitted to attend and be compensated for any school, seminar, or in-service training conducted by or sponsored by the International Association of Chiefs of Police, the New Jersey State Association of Chiefs' of Police, the New Jersey State Police, the Federal Bureau of Investigation, or any other educational program of a management, preparatory classes or supervisory nature. The Chief shall be given leave to attend all such conferences, events and trainings associations without loss of pay. The Chief shall provide advanced notice to the City Manager of all meetings and events of the associations. The Chief may attend the IACP conference at no loss of compensation. All expenses for such training will be borne by the City - these shall include dues, travel, room fees, tuition, special clothing, books and any other reasonable costs connected with the educational program.

## ARTICLE 21

### SEVERABILITY AND SAVINGS

- A. If any provisions of this Agreement or any application of this Agreement to the Chief 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**  
**DURATION OF AGREEMENT**

This Agreement shall continue in force and affect until a successor agreement is executed between the parties.

**ARTICLE 23**  
**ENTIRE AGREEMENT**

This Agreement and the express terms and conditions set forth herein constitute the full and final agreement between the City of Cape May and Chief Dekon W. Fashaw. 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 3rd day of April, 2025.

ATTEST:

By: 

Erin C. Burke, City Clerk.

CITY OF CAPE MAY

By: 

Zachary Mullock, Mayor.

4/3/25

WITNESS:

\_\_\_\_\_



Dekon W. Fashaw Sr., Chief of Police.

3-3-2025



# SCHEDULE A

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

