

CITY OF NORTH WILDWOOD
Cape May County, New Jersey
RESOLUTION

APPROVING A MEMORANDUM OF AGREEMENT
AND AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING
AGREEMENT BETWEEN CITY OF NORTH WILDWOOD AND
FIREMEN’S MUTUAL BENEVOLENT ASSOCIATION-LOCAL 56 COVERING
THE PERIOD JANUARY 1, 2020 THROUGH DECEMBER 31, 2025

WHEREAS, the City of North Wildwood and the Firemen’s Mutual Benevolent Association-Local 56(FMBA) are parties to a Collective Bargaining Agreement which expires on December 31, 2019; and

WHEREAS, the City and the FMBA have engaged, in the fall of 2019, in collective bargaining negotiations regarding a new Agreement; and

WHEREAS, said negotiations and the resulting terms and conditions were enumerated in a Memorandum of Agreement dated December 10, 2019; and

WHEREAS, members of the FMBA have voted to approve the terms and conditions of the Memorandum of Agreement dated December 10, 2019, which also have been reviewed by and are acceptable to the Mayor and Council of the City of North Wildwood; and

WHEREAS, a Collective Bargaining Agreement will be prepared containing the terms and conditions of the Memorandum of Agreement, covering the period January 1, 2020 through December 31, 2025; and

WHEREAS, Council deems it prudent and advisable to approve the December 10, 2019 Memorandum of Agreement and authorize the Mayor and City Clerk to execute the corresponding Collective Bargaining Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of North Wildwood, in the County of Cape May and State of New Jersey, as follows:

- a) All of the statements of the preamble are incorporated herein by this reference thereto as though the same were set forth at length.
- b) The Memorandum of Agreement dated December 10, 2019 is approved and the Mayor and City Clerk be and they hereby are authorized to execute the corresponding Collective Bargaining Agreement on behalf of the City of North Wildwood.
- d) The Memorandum of Agreement dated December 10, 2019 shall be attached to and made part of this Resolution.

OFFERED BY: TOLOMEO SECONDED BY: KOEHLER

I, W. Scott Jett, City Clerk of the City of North Wildwood, in the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Mayor and Council of the City of North Wildwood at a meeting duly held on the 17th day of December, 2019.

Dated: December 17, 2019

Signed: [Signature]
W. Scott Jett, City Clerk
APPROVED: [Signature]
Patrick T. Rosenello, Mayor

Table with 2 main sections. Each section has 4 columns: Name, Aye, Naye, Abstain, Absent. Section 1 lists Tolomeo, Rullo, Kane, Del Conte. Section 2 lists Koehler, Bishop, Zampirri.

MEMORANDUM OF AGREEMENT

CITY OF NORTH WILDWOOD **AND** **FMBA LOCAL 56**

This Memorandum of Agreement (MOA) is made between the City of North Wildwood (the City) and FMBA Local 56 (the FMBA) and is dated this 17th day of December, 2019.

The City and the FMBA have engaged in collective bargaining negotiations regarding a new Collective Negotiations Agreement (CNA) to replace the existing CNA between the City and the FMBA, which expires on December 31, 2019.

The City and the FMBA have reached a tentative agreement of the terms and conditions of a new CBA and the purpose of this MOA is to confirm that agreement.

NOW, THEREFORE, the City and the FMBA agree that the following changes shall be made in the existing agreement:

PREAMBLE – Revise date as appropriate.

ARTICLE I entitled Recognition

Effective January 1, 2020, the position of Deputy Chief shall be eliminated from the Unit

ARTICLE II entitled Management Rights

Change reference from NJDOP to “Civil Service Commission” and in all other articles where NJDOP is referenced.

ARTICLE III entitled Maintenance of Standards, Highest Minimum Standards

No change.

ARTICLE IV entitled Grievance Procedure

No change

ARTICLE V entitled “FMBA Representatives”

Paragraph A – change notice from seventy-two (72) hours to thirty (30) days.

ARTICLE VI entitled No Strike Pledge

No change.

MEMORANDUM OF AGREEMENT

ARTICLE VII entitled Sick Leave

Paragraph B – change reference from NJDOP to Civil Service

ARTICLE VIII entitled Work Week Overtime

Revise article as attached.

ARTICLE IX entitled Exchange of Days Off

No change.

ARTICLE X entitled Vacations

Paragraph A subject to review.

Paragraph E – revise to read “Vacation not taken in a given year because of business demands shall accumulate and be granted during the next succeeding year only” pursuant to NJSA 11A:6-3.

ARTICLE XI entitled Personal Leave Days

Review Paragraph A – clean up references to 1993

Paragraph B – replace under Vacation article.

ARTICLE XII entitled Insurance, Health and Welfare

No change except to remove reference to Tirotta.

ARTICLE XIII entitled Clothing Allowance

Revise Paragraph A to read as follows:

“A. The City shall continue to furnish an initial issue of new uniforms and turnout gear to all new Firefighters. During the term of this contract (1/1/20 through 12/31/25), employees shall be entitled to an additional uniform if and when their uniform deteriorates and is no longer in good or acceptable condition as determined by the Chief or his designee. Otherwise, each Firefighter shall be responsible at his/her expense for the purchase of replacement items of uniforms.”

ARTICLE XIV entitled Funeral Leave

No change.

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ARTICLE XV entitled Military Leave

No change.

ARTICLE XVI entitled Permission to Leave the City

No change.

ARTICLE XVII entitled Safety

No change.

ARTICLE XVIII entitled Salary Schedule

Revise as attached.

ARTICLE XIX entitled Probationary Period

No change.

ARTICLE XX entitled Schooling and Miscellaneous Provisions

No change.

ARTICLE XXI entitled Court Time

Revise paragraph B, revise to read: "A regular employee who loses time from his/her job because of jury duty as certified by the Clerk of the court, shall be paid ~~by the City the difference between his/her job rate for either eight (8) hours and the daily jury fee~~ their usual compensation for each day the person is present for jury service, subject to the following conditions:"

ARTICLE XXII entitled Dues, Check-off and Representation Fees

Delete paragraphs B, C, E, F, G regarding representation fees.

Paragraph D – delete last sentence regarding representation fee.

Paragraph H – eliminate reference to representation fee.

Paragraph J – eliminate paragraph 1

MEMORANDUM OF AGREEMENT

ARTICLE XXIII entitled Discrimination

Revise to include all protected categories as follows:

“... race, creed, color, national origin, nationality, ancestry, sex, pregnancy, breastfeeding, sexual orientation, gender identity or expression, disability, familial status, marital status, domestic partnership/civil union status, liability for military service, and in some cases atypical hereditary cellular or blood trait, genetic information, and age.”

ARTICLE XXIV entitled Layoff and Recall Procedure

No change.

ARTICLE XXV entitled Civil Service Rules and Regulations

Change reference from Department of Personnel to Civil Service.

ARTICLE XXVI entitled Notice of Vacancies

Change reference from Department of Personnel to Civil Service.

ARTICLE XXVII entitled Separability and Savings

No change.

ARTICLE XXVIII entitled Fully Bargained Provisions

No change.

ARTICLE XXIX entitled Departmental Investigations

Change references from “force” to “department” and “officer” to “firefighter”

ARTICLE XXX entitled Ceremonial Activities

No change.

ARTICLE XXXI entitled Personnel Files

Third paragraph change “Officer” to “firefighter”

MEMORANDUM OF AGREEMENT

ARTICLE XXXII entitled Term and Renewal

January 1, 2020 through December 31, 2025.

Exhibit A – Wage Guide

Shall be revised as attached.

Exhibit B – Employee Wages

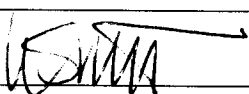
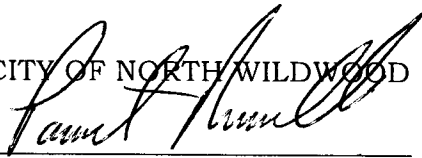
Shall be revised as attached.

Appendix A – Insurance, Health and Welfare – Cost Contribution

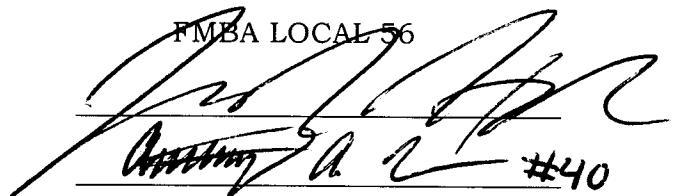
No change.

This MOA is subject to the ratification of the FMBA and approval by the City. The bargaining committees of the FMBA and City agree to recommend approval to their respective bodies.

CITY OF NORTH WILDWOOD



FMBA LOCAL 56



MEMORANDUM OF AGREEMENT

ARTICLE VIII – WORK WEEK

A. Work Schedule

The tour of duty shall be two (2), ten (10) hour days commencing at 8:00 a.m. to 6:00 p.m. followed by two (2), fourteen (14) hour nights commencing at 6:00 p.m. to 8:00 a.m. followed by four (4) consecutive days off. This schedule shall average forty-two (42) hours per week over any eight (8) week cycle. Employees shall be assigned to a specific platoon and shall receive a minimum of thirty (30) days notice when switched from one platoon to another. However, in the event of an emergency or other unforeseen circumstance that will result in a staffing shortage if not addressed, this thirty (30) day minimum will not apply.

B. Overtime

Employees shall be compensated at a rate of one and one half times their regular rate of pay for all hours actually worked in excess of their normally scheduled work week. Under the current schedule, during a seven day period an employee is normally scheduled to work either forty-eight (48) hours, thirty-four (34) hours, or thirty-eight (38) hours. For the purposes of this Article, the employee's "normally scheduled workweek" shall be either 48 hours, 34 hours or 38 hours depending on where they are in the eight (8) week cycle described in paragraph A above. Except for sick leave, any other paid time off shall not count as "hours worked" for the purposes of calculating overtime.

In construing overtime, fifteen minutes to 30 minutes shall constitute 30 minutes of overtime. Thirty minutes to one hour shall constitute one hour. Anything less than fifteen minutes shall not constitute overtime.

Overtime pay shall be received in the appropriate pay period.

C. Call-Back Pay

If an employee is called back to duty on his day off or during his off-duty hours, he shall be paid for all hours actually worked at one and one half times his regular rate of pay and shall be guaranteed a minimum of three (3) hours at his regular rate of pay (or 2 hours at one and one half times his regular rate of pay). When a firefighter is responding to general alarm fires while off duty and the incident is less than 15 minutes, no compensation of overtime will be received. Time and one half will be received after fifteen minutes. After the first hour, the employee will be paid minute for minute for time worked at the overtime rate. IN all cases of response, insurance and pension coverage will remain in effect in case of an accident in the scope of the response.

This provision shall not apply to regularly scheduled overtime.

D. Stand-By

If an employee is requested to stand-by at his residence or any other place, he shall be compensated for such stand-by time by payment of three (3) hours at employee's regular rate of pay. Employee on stand-by must respond to calls from Fire House within one (1) hour of call.

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E. Fair Labor Standards Act

It is acknowledged that the City is required to comply with the provisions of the Fair Labor Standards Act (FLSA) and the regulations promulgated thereunder. The City reserves the right to take appropriate action to ensure such compliance, including:

- (i) Exercising any election or option available to it under FLSA or the regulations provided under Section 7(k);
- (ii) Awarding compensatory time in lieu of monetary compensation for FLSA overtime;
- (iii) Establishing procedures to monitor and control hours worked and overtime;
- (iv) Crediting any payment made pursuant to this Agreement, other than payments made as compensation for "hours worked" as defined in FLSA against any overtime obligation incurred under FLSA; and
- (v) Establishing such rules and regulations as may be necessary to ensure compliance with the provisions of FLSA.

The City maintains the FLSA 7(k) cycle of 21 days and, therefore, shall pay overtime compensation at a rate of one and one half times an employees regular rate of pay for all hours actually worked in excess of 159 during that 21 day cycle.

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ARTICLE XVII – SALARY SCHEDULE

1. Effective January 1, 2020, a new wage guide, which is set forth in Exhibit A, shall be in place and current employees shall be placed on the guide as set forth on Exhibit B.
2. During the term of this Agreement, employees will move on the salary guide as set forth in Exhibit B.
3. Except as set forth in paragraph 4 and 5 below, employees hired on or after January 1, 2022, shall be placed at the Entry Level Novice level and proceed in accordance with paragraph 9. Thereafter, those employee shall receive one step each January 1st until January 1, 2025.
4. Any employee hired on or after January 1, 2020 who already has served in the North Wildwood Fire Department as a part-time firefighter, or in another fire department and has all necessary training and certifications to be a full-time firefighter, shall be placed on Step 1 of the salary guide and shall move to Step 2 on the salary guide in accordance with paragraph 7 below. Those employees shall then receive one step each January 1st until January 1, 2025. The City reserves the right to place the employee higher than Step 1 based upon the employee's experience, education and prior years of qualified service.
5. Any employee promoted to Captain shall receive the greater of Ten Thousand (\$10,000) Dollars or twenty-five (25%) percent of the differential between their current step or rank position being promoted to for each year until the Employee reaches the appropriate negotiated pay for Captain.
6. Effective January 1, 2023, there shall only be one Captain step which will be as set forth on Exhibit A.
7. Retroactive money that is due the Firefighters under this Contract shall be paid as quickly after the Contract is signed as is practical. In no event shall this be later than forty-five (45) days after ratification by both parties.
8. Employees must obtain EMT Certification within one year of date of hire. Employees shall maintain EMT Certification and shall attend classes for EMT training on City time as assigned by the Chief. Unit members may be assigned the responsibility of performing EMT duties in non-fires setting (e.g. When unit members are assigned the responsibility of EMS Ambulance duties). Firefighters must maintain his/her Certification throughout his/her career as a condition of employment. The City reserves the right to require proof of satisfactory completion of a Certification Course.
9. Any employee hired on or before June 30th shall move to Step 1 of the salary guide (or Step 2 if hired at Step 1) on the next January 1st; anyone hired on or after July 1st shall move to Step 1 (or Step 2 if hired at Step 1) of the salary guide on the next January 1st after having served one full year.

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EXHIBIT A WAGE GUIDE

	2020	2021	2022	2023	2024	2025
Capt II	\$ 99,500	\$ 101,000	\$ 102,500	\$ 104,000	\$ 105,500	\$ 108,000
Capt I	\$ 95,000	\$ 96,000	\$ 99,000			
Step 15	\$ 93,500	\$ 95,000	\$ 97,000	\$ 98,500	\$ 99,000	\$ 102,000
Step 14	\$ 85,892	\$ 86,152	\$ 87,219	\$ 88,000	\$ 93,000	\$ 93,000
Step 13	\$ 81,928	\$ 82,326	\$ 83,500	\$ 85,746	\$ 88,000	\$ 88,000
Step 12	\$ 77,964	\$ 78,500	\$ 80,314	\$ 81,955	\$ 85,746	\$ 85,746
Step 11	\$ 74,000	\$ 76,456	\$ 76,595	\$ 78,164	\$ 81,955	\$ 81,955
Step 10	\$ 71,712	\$ 72,630	\$ 72,876	\$ 74,373	\$ 78,164	\$ 78,164
Step 9	\$ 67,748	\$ 68,804	\$ 69,157	\$ 70,582	\$ 74,373	\$ 74,373
Step 8	\$ 63,784	\$ 64,978	\$ 65,438	\$ 66,791	\$ 70,582	\$ 70,582
Step 7	\$ 59,820	\$ 61,152	\$ 61,719	\$ 63,000	\$ 66,791	\$ 66,791
Step 6	\$ 55,856	\$ 57,326	\$ 58,000	\$ 58,791	\$ 63,000	\$ 63,000
Step 5	\$ 51,892	\$ 53,500	\$ 56,157	\$ 55,000	\$ 58,791	\$ 58,791
Step 4	\$ 47,928	\$ 51,478	\$ 52,438	\$ 53,791	\$ 55,000	\$ 55,000
Step 3	\$ 43,964	\$ 47,652	\$ 48,719	\$ 50,000	\$ 53,791	\$ 53,791
Step 2	\$ 40,000	\$ 43,826	\$ 45,000	\$ 46,791	\$ 50,000	\$ 50,000
Step 1	\$ 37,500	\$ 40,000	\$ 43,000	\$ 43,000	\$ 46,791	\$ 46,791
Entry Level/Novice	\$ 35,000	\$ 38,000	\$ 40,000	\$ 40,000	\$ 43,000	\$ 43,000

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EXHIBIT B

INDIVIDUAL SALARIES

	Jan. 1, 2020	Jan. 1, 2021	Jan. 1, 2022	Jan. 1, 2023	Jan. 1, 2024	Jan. 1, 2025
Blizzard, Michael CAPT	\$ 99,500	\$ 101,000	\$ 102,500	\$ 104,000	\$ 105,500	\$ 108,000
Carter, Joshua CAPT	\$ 99,500	\$ 101,000	\$ 102,500	\$ 104,000	\$ 105,500	\$ 108,000
Heitzmann, Joseph CAPT	\$ 90,051	\$ 96,000	\$ 102,500	\$ 104,000	\$ 105,500	\$ 108,000
Ladislav, Bradley CAPT	\$ 78,517	\$ 88,517	\$ 99,000	\$ 104,000	\$ 105,500	\$ 108,000
Del Vicario, Terri	\$ 93,500	\$ 95,000	\$ 97,000	\$ 98,500	\$ 99,000	\$ 102,000
Snyder, Edward	\$ 93,500	\$ 95,000	\$ 97,000	\$ 98,500	\$ 99,000	\$ 102,000
Larcombe, Christopher	\$ 74,000	\$ 78,500	\$ 83,500	\$ 88,000	\$ 99,000	\$ 102,000
Cole, Anthony	\$ 47,928	\$ 53,500	\$ 58,000	\$ 63,000	\$ 70,582	\$ 74,373
Pluta, Jr., Jamie	\$ 47,928	\$ 53,500	\$ 58,000	\$ 63,000	\$ 70,582	\$ 74,373
Thompson, Craig	\$ 40,000	\$ 47,652	\$ 52,438	\$ 55,000	\$ 63,000	\$ 66,791
Stanton, Sean	\$ 35,000	\$ 40,000	\$ 45,000	\$ 50,000	\$ 55,000	\$ 58,791
Rouse, Christopher	\$ 35,000	\$ 40,000	\$ 45,000	\$ 50,000	\$ 55,000	\$ 58,791
Edwards, Jonathan	\$ 35,000	\$ 40,000	\$ 45,000	\$ 50,000	\$ 55,000	\$ 58,791
Capone, Matthew	\$ 35,000	\$ 40,000	\$ 45,000	\$ 50,000	\$ 55,000	\$ 58,791