

CITY OF NORTH WILDWOOD

Cape May County, New Jersey

RESOLUTION

APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF NORTH WILDWOOD AND PBA LOCAL 59, POLICEMAN'S BENEVOLENT ASSOCIATION, AND AUTHORIZING THE EXECUTION OF A COLLECTIVE NEGOTIATIONS AGREEMENT INCORPORATING THE TERMS SET FORTH IN THE MEMORANDUM OF AGREEMENT

WHEREAS, the City of North Wildwood (the City) and the PBA Local 59 (the PBA) are parties to a collective negotiations agreement covering the period January 1, 2016 through December 31, 2021 (the CNA) together with previously approved amendments thereto (the current Agreement); and

WHEREAS, the City and PBA have met to negotiate changes to the current Agreement; and

WHEREAS, those changes have been memorialized in the form of a Memorandum of Agreement a copy of which is attached hereto; and

WHEREAS, the PBA has ratified the terms of that Memorandum of Agreement; and

WHEREAS, City Council has reviewed and considered the terms of the Memorandum of Agreement and wishes to approve same; and

WHEREAS, the City Council further desires to have those terms incorporated into a new collective negotiations agreement with the PBA.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Wildwood, County of Cape May, State of New Jersey, that:

1. Statements of the preamble hereto are incorporated herein by this reference.
2. The Memorandum of Agreement between the City and PBA, a copy of which is attached hereto, is hereby approved.
3. A new Collective Negotiations Agreement incorporating the terms of the Memorandum of Agreement shall be finalized and the Mayor and the City Clerk are hereby authorized, directed and empowered to execute said Agreement on behalf of the City of North Wildwood subject such final
4. All officials are hereby authorized to act in accordance with the intent of this Resolution.

OFFERED BY: KANE SECONDED BY: TOLOMEO

I, Jennifer VanSant, Deputy 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 21st day of December, 2021.

Dated: December 21, 2021

Signed: Jennifer VanSant
Jennifer VanSant, Deputy City Clerk

APPROVED: Kellyann Tolomeo
Kellyann Tolomeo, President *pro tempore* of Council

	Aye	Naye	Abstain	Absent		Aye	Naye	Abstain	Absent
Tolomeo	X				Koehler	X			
Rullo				X	Bishop	X			
Kane	X				Zampirri	X			
Del Conte	X								

12-15-21 PBA Draft

**MEMORANDUM OF AGREEMENT
CITY OF NORTH WILDWOOD
and
POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 59
NORTH WILDWOOD UNIT**

WHEREAS, the CITY OF NORTH WILDWOOD (City) and PBA LOCAL 59 - NORTH WILDWOOD UNIT (Union), herein collectively referenced as "the Parties", have negotiated terms to modify the current collective bargaining agreement (CBA) with a term of January 1, 2016 through December 31, 2021; and

WHEREAS, as a result of negotiations, the Union and City have reached an agreement on changes to terms and conditions of the CBA to be included in a successor contract.

WHEREAS, the Union and the City desire to reduce these terms and conditions of agreement to a written Memorandum of Agreement (MOA), the terms of which shall be included in a successor agreement.

WHEREAS, the Parties understand that the successor agreement needs to be approved and ratified by the City's governing body and the Union; and the respective bargaining agents of the Parties will recommend ratification and approval of this MOA to the Parties.

NOW THEREFORE, the Parties agree the 2016 – 2021 contract shall be modified consistent with the following:

1. PREAMBLE. The preamble section above is hereby incorporated by reference as if fully set forth herein.
2. DURATION. The **first sentence of Article XXXVI on page 68 of the current contract** shall be deleted in its entirety and replaced as follows:

"This Agreement shall be in full force and effect from January 1, 2022 and shall remain in effect to and including December 31, 2024."

3. RECOGNITION. **Article I, paragraph A, page 6**, shall be edited delete "Lieutenants and Captains" from the third line of the paragraph, so the third line reads "...all Patrolman and Sergeants in the Police Department."

The last sentence of **Article I, paragraph A, page 6** shall be deleted.

4. PBA REPRESENTATIVES. **Article IV, Paragraph C, page 15** shall be edited to delete the word “assistant” and replace it with “alternate”.
5. OLD REFERENCE TO 10 HOUR SHIFT THAT DOES NOT APPLY. **Article VIII, Section A on page 23** shall be edited to delete the second paragraph in its entirety.
6. OVERTIME, COMP TIME BANKS AND PROCESS. **Article VIII, Section D on page 24** shall be amended to add the following sentence to the end of the paragraph:

“In the event an employee elects to receive straight time under this section, the time shall be added to the employee’s comp time bank.

Add the following Paragraphs to **Article VIII, Section D on page 24**:

“Employees shall be compensated for overtime in either cash or compensatory time. Employees shall fill out an overtime form at the conclusion of the shift that shall indicate the employee’s choice to be compensated in cash or comp time. If the employee elects to receive cash as compensation, the overtime payment shall be issued concurrent with the pay for the pay- period in which it was worked, or as soon thereafter as possible.

An employee’s comp time bank shall not exceed 300 hours.

Requests for payments of compensatory time accumulated in an employee’s bank shall be made by the employee and issued by the City on a quarterly basis. An employee shall make a request at least two weeks prior to the quarterly issue, and the City shall issue payments for accumulated compensatory time as follows: First Pay in March; First Pay in June; First pay in September; and First Pay in December.”

Related changes to **Article “XI Holidays”** shall be as follows:

The typo in **Article XI, page 31 in the second sentence of Paragraph A** shall be corrected by replacing “compensatory time” with “personal leave time”.

Paragraph C of Article XI on page 31 shall be deleted.

7. WORK SHIFT CHANGES. **Article VIII, Section E on page 24** shall be deleted in its entirety and replaced as follows:

“E. The City reserves the right to change the Employees’ work shift, provided the change is feasible and will provide adequate manpower on all shifts, and notice of the change shall normally be given at least 45 days in advance. In the event of an unanticipated personnel issue or emergency, where 45 days’ notice is not possible, the Chief or his designee shall provide as much notice as is practicable under the circumstances.”

8. DETECTIVE CALL-INS. **Article VIII, Section F on page 24** shall be amended to add the following paragraphs:

“

“These terms memorialize the current practice in which employees receive compensation for being “on-call” detectives and that on call detectives shall receive one hundred and four (104) hours a year at their regular rate of pay. The employee shall have the option of being compensated in time or be paid his regular rate of pay. In the event, the employee is not in the detective bureau for a full year, this benefit shall be pro-rated.

These terms also memorialize the current practice in which employees receive compensation for being a training officer and for being a seasonal-sergeant. The practice of compensating a training officer and a seasonal-sergeant with one hundred and four (104) hours a year at their regular rate of pay shall continue. The employee shall have the option of being compensated in time or be paid his regular rate of pay. In the event an employee is not a training officer for the full year, or a seasonal sergeant is not in the position for a full season, this benefit shall be prorated.”

Article VIII, Section F on page 24 shall be amended to delete the end of the first sentence so the first sentence reads as follows: “If an Employee, other than a detective addressed below, is recalled to duty, he shall receive a minimum of three (3) hours at one and one-half times their regular rate of pay, however, this call-in pay shall not apply to the cancellation of a scheduled compensatory day off unless the compensatory day off has been scheduled at least three (3) days in advance.”

Article VIII, Section F on page 24 shall be amended to add the following paragraph to the end of the section:

“Detectives that are called in to work outside of their regular schedule work hours shall receive a minimum value equivalent to three (3) hours of pay at the employees straight time rate.”

9. EXTRA DUTY AND SPECIAL EVENTS. **Article VIII, Section I on page 26** shall be amended to add the following new paragraph 4:

“2. Extra Duty Pay. Officers shall receive a flat rate of \$70 per hour for all hours actually worked during extra duty assignments for a third party. Time actually worked during extra duty assignments for third parties shall not count toward hours worked for the purposes of calculating overtime compensation. Further, extra duty work under this provision shall only be available to an officer when the officer is otherwise scheduled to be off duty and performs the work for a third party who provides compensation to the city for these police services. Extra duty pay shall not apply in instances where a special event is held by the City or when special event services are provided to a third party by the City.”

10. VACATION. **Article X, paragraph A, page 28** shall be deleted in its entirety and replaced as follows:

“A. Annual vacations for all employees shall be granted as follows:

Up to End of the First Year.....Eight Working Hours
for Each Month Worked

Start of Second to Fourth Year.....116 Working Hours

Start of Fifth to Ninth Year140 Working Hours

Start of Tenth to Fourteenth Year.....164 Working Hours

Start of Fifteenth to Nineteenth Year.....188 Working Hours

Start of Twentieth to Time of Retirement.....220 Working Hours

The above Vacation Schedule applies to all Officers except for Mattera who is grandfathered and shall be entitled to the same vacation entitlement as he was entitled to receive on December 31 2015 if the benefit is greater than the vacation time arising from this agreement”.

11. CHIEF DISCRETION FOR TIME OFF DURING SUMMER SEASON. **Article X, paragraph D, pages 29-30** shall be amended to delete the opening phrase “On an experimental basis” and to delete the phrase “by a part time officer”.

12. PERSONAL LEAVE HOURS AND JUNETEENTH HOLIDAY. **Article XI, page 31, section A** shall be amended to add the following paragraph to the end of the section:

“In the event Juneteenth is declared a holiday by the City of North Wildwood, and the holiday is provided to a City employee as an additional holiday off increasing their total number of holidays, PBA 59 employees shall receive eight (8) hours of straight time annually added into their compensatory time bank.”

13. BEREAVEMENT. **Article XIV, paragraph A(1)(a), page 42** shall be amended to include “great grandparent” and “grandparent-in-law”, “persons identified as immediate family in the City’s Funeral Leave Policy Section 6.5” and “any other person related by blood or marriage residing in an employee’s household” as immediate family.

Article XIV, paragraph A(1)(b), page 42 shall be deleted and replaced as follows:

“b. Maximum time off for any one occurrence shall be thirty-six (36) working hours. Time is not to be deducted from any other benefits. This time may be used in the days preceding and/or succeeding the funeral of the decedent. Reasonable requests to use additional leave time to grieve, attend a funeral and/or travel to and from a funeral, in combination with the bereavement time set forth in this section, shall not be unreasonably denied. In the event time is used to travel, proof of travel may be required.

Nothing in this section shall be construed, interpreted or applied to limit the application and use of sick time as set forth in “Article VII Sick Leave”, Paragraph A(2)”

Article XIV shall be amended to add a paragraph as **Section A, Subsection 1(c)**, to read as follows:

“(c) In the event of death of an Aunt, Uncle, Great Aunt, Great Uncle or cousin, one (1) day of Funeral Leave may be allowed for the day of the funeral.”

14. **MILITARY LANGUAGE CLEAN UP. Article XV paragraph B on page 43** shall be amended to delete the phrase “pre-existing”.

15. **COURT TIME. Article XVI, paragraph A, page 44** shall be amended to delete the colon and language after the colon in the first sentence, and replace it with the following language at the end of the sentence “with a guaranteed minimum of two (2) hours at time and a half for appearance time in municipal court and county court.”

16. **PATROL CAR EQUIPMENT. Article XVIII, page 47** shall be deleted in its entirety and replaced as follows:

“A. The City agrees to provide air-conditioned patrol cars with heaters. In addition, the patrol cars shall at a minimum contain a Smith and Wesson rifle.

17. **WAGES. Article XX, pages 49 – 50** shall be deleted in its entirety and replaced as follows:

“There shall be a new Guide in 2022. The guide shall increase 3% in 2023 and 2.5% in 2024. See **Exhibits A and B**.

New hires shall be at Step 1 of the guide in **Exhibit A** while in the Academy.

Officers that graduate the academy with prior full time law enforcement experience shall progress through the salary guide as follows: Upon graduation from the academy, the new hire shall move to Step 2 of the guide in **Exhibit A**. An officer shall then move to step 3 of the guide on the January 1st immediately following their academy graduation

date. Movement on the guide shall occur thereafter on January 1st of each subsequent year.

Officers that graduate from the academy with no prior full time law enforcement experience shall move to Step 2 of the salary guide on the January 1st immediately following their academy graduation, and they shall then move one step on January 1st of each subsequent year.

All other Officers move one step per year on the guide on January 1 of each year. Raises are retroactive if applicable.

Upon promotion, Sergeants shall receive the salary set forth in the attached **Exhibit A.**"

18. PROBATIONARY PERIOD. **Article XXII, page 52, the first sentence** shall be deleted and replaced as follows:

"New Employees shall serve a probationary period of twelve (12) months from their Academy graduation date in accordance with Civil Service rules, regulations and guidelines"

19. RESPONSE TO TIME OFF. **Article XXIII, paragraph I, page 55** shall be amended to delete the reference to the number "seventy-two (72)" and replace it with "forty-eight (48)"

Article XXIII, paragraph I, page 55 shall be amended to add the following language to the end of the paragraph: "Requests for time off shall be provided to the appropriate designated superior officer tasked with approving the request."

20. SUBSTANTIVE CHANGES. The changes provided above contain all substantive modifications to be made to the successor CBA between the Parties. All other language in the January 1, 2016 through December 31, 2021 agreement that is not affected by this document shall remain in the new agreement.
21. MODIFICATION OF ALL TERMS INCONSISTENT WITH THIS MOA. All other provisions in the January 1, 2016 – December 31, 2021 CBA that are inconsistent with the substantive changes noted above shall be modified for consistency with the terms of this MOA in the successor agreement spanning from January 1, 2022 to December 31, 2024.
22. WITHDRAWAL AND WAIVER OF TERMS NOT PROVIDED HEREIN. All proposals and terms not provided in this MOA are hereby withdrawn and waived by the parties.

23. PARTIES' GOOD FAITH TO FINALIZE CONTRACT. The City acknowledges it will process retroactive payments resulting from this executed MOA as expeditiously as possible, and the Parties agree they will act to have the amended successor agreement executed in an expeditious manner upon receipt.

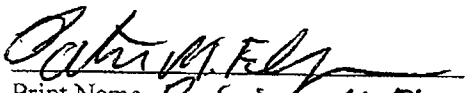
24. CONSTRUCTION. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. However, since each party to this Agreement and their counsel have reviewed and negotiated this Agreement, the general rule of construction that any ambiguity or uncertainty in a writing shall be interpreted against the party drafting the writing shall not apply to any action relating to this Agreement.

25. RATIFICATION. The union and the City acknowledge the terms of this MOA need to be ratified by the Union and need to be approved by the City's governing body.

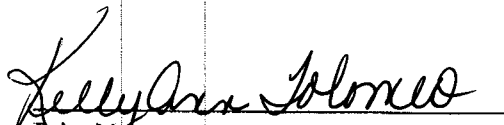
Subject to the ratification provisions set forth above, the union and the City signify and acknowledge their agreement to the terms listed above, by the signatures of their duly authorized representatives.

PBA 59

City

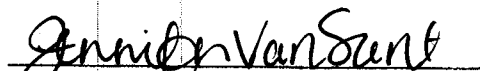

Print Name Patrick M. Flynn

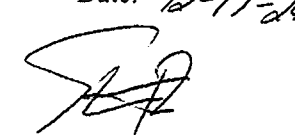
Date: 12-17-2021


Print Name

Date:


Print Name MARK L. ELLIOTT
Date: 12-17-2021


Print Name Jennifer VanSant, Deputy City Clerk
Date: 12/21/2021


STEVE RANSOM
12/17/21


Brian Smith

Exhibit A - Salary Guide

	2022	2023	2024
	New Guide	3%	2.50%
Sgt	\$116,000	119,480	122,467
16	105,000.00	108,150.00	110,853.75
15	100,000.00	103,000.00	105,575.00
14	96,000.00	98,880.00	101,352.00
13	91,200.00	93,936.00	96,284.40
12	87,000.00	89,610.00	91,850.25
11	84,000.00	86,520.00	88,683.00
10	78,000.00	80,340.00	82,348.50
9	74,000.00	76,220.00	78,125.50
8	69,000.00	71,070.00	72,846.75
7	65,000.00	66,950.00	68,623.75
6	61,000.00	62,830.00	64,400.75
5	57,000.00	58,710.00	60,177.75
4	52,000.00	53,560.00	54,899.00
3	48,000.00	49,440.00	50,676.00
2	45,000.00	46,350.00	47,508.75
1	40000	41,200.00	42,230.00

City

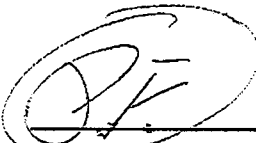

PFA

Exhibit B - Officer Specific Salaries

	2022	2023	2024				
MATTERA, MATTHEW	\$116,000.00	\$119,480.00	\$122,467.00				
HARKINS, BRIAN C	\$116,000.00	\$119,480.00	\$122,467.00				
MC GEE, KEITH J	\$116,000.00	\$119,480.00	\$122,467.00				
MASSIE JR, CLIFFORD F	105,000.00	108,150.00	110,853.75				
GRISER, MICHAEL E	105,000.00	108,150.00	110,853.75				
SKILL, BRYAN P	\$116,000.00	\$119,480.00	\$122,467.00				
FLYNN, JAMES R	\$116,000.00	\$119,480.00	\$122,467.00				
LOFTUS, LAURA A	96,000.00	103,000.00	110,853.75				
FLYNN, PATRICK M	87,000.00	93,936.00	101,352.00				
SANTIAGO, MARK D	87,000.00	93,936.00	101,352.00				
ELLIOTT, MARK L	78,000.00	86,520.00	91,850.25				
NEVIL, ERIC J	78,000.00	86,520.00	91,850.25				
MELO, JUSTIN A	78,000.00	86,520.00	91,850.25				
GARRIOTT, JERALD W	78,000.00	86,520.00	91,850.25				
KOPETSKY, JOSEPH M	69,000.00	76,220.00	82,348.50				
RANSOM, STEVEN E	65,000.00	71,070.00	78,125.50				
HEGARTY, AMANDA B	65,000.00	71,070.00	78,125.50				
DE MUSZ, DOMINIC D	61,000.00	66,950.00	72,846.75				
DERITIS, VINCENT	52,000.00	58,710.00	64,400.75				
BRIGHT III, JAMES J	45,000.00	49,440.00	54,899.00				
GONZALEZ, ALEXANDR	40,000.00	46,350.00	50,676.00	Assumes Graduation from the Academy			
PLOCICA, ADRIAN	48,000.00	53,560.00	60,177.75				

Note- Gonzalez's salary may be adjusted given new hire language and the timing of her actual graduation from the academy. The language in Article XX "Wages", addressing new hire's salaries, will control if there is a conflict between Article XX and Gonzalez's salary set forth in this Exhibit.

City


PBA