

12-16-23 Mutually Approved Draft

MEMORANDUM OF AGREEMENT BETWEEN

THE BOROUGH OF WILDWOOD CREST

And

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 59

WHEREAS, the Borough of Wildwood Crest (Borough) and PBA Local 59 (Union), herein collectively referenced as "the Parties", have negotiated terms to modify the current collective bargaining agreement (CBA) with a term of January 1, 2020 through December 31, 2023; and

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

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

NOW THEREFORE, the Union and Borough agree the current 2020 – 2023 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. **Article XXVIII, Page 54** shall be amended to provide a 4 year agreement from January 1, 2024 through December 31, 2027, with economic changes retroactive to January 1, 2024, by deleting the first three sentences of **Article XXVIII paragraph A on page 54** and replacing them as follows:

" This Agreement shall be in full force and effect from January 1, 2024, to and including December 31, 2027. Bargaining for the next succeeding contract shall

commence on or about August 1, 2027. In the event no agreement is reached between the parties by November 1, 2027, the parties agree to mediation and fact-finding pursuant to New Jersey Statutes Annotated 34:13A-1, et seq.”

3. FTO. **Article IX, paragraph H, page 16** shall be deleted and replaced as follows:

“Employees working as a Field Training Officer (FTO) shall be compensated at \$28.50 per shift in which an officer acts as a Field Training Officer.”

4. DETECTIVE STIPEND. **Article XX, Page 41, paragraph G** shall be amended to delete the first sentence and replace it as follows:

“Any officer assigned to plain clothes or the Detective Division on a full time year round basis shall receive an annual stipend in the amount of \$1,500.”

5. COMP TIME. **Article IX, page 15, Sections F(1) (a) and (b)** shall be deleted in their entirety and replaced with the following:

“1. Amount of Compensatory Time. Employees shall be permitted to accumulate up to and no more than 200 hours.”

6. POLICE LICENSING COSTS. A new **paragraph “I”** shall be created under **Article XXVI, on page 51** and it shall read as follows:

“**I. Law Enforcement Officer License Fees.** All fees and costs for officers to obtain and renew police licenses shall be paid for by the Borough. However, fees issued for late applications shall be paid by the employee when the employee has caused an application to be submitted late and fees issued for late applications shall be paid by the Borough when the employer has caused an application to be submitted late. Classes for continuing education and training shall be paid for by the Borough provided the classes for education and training have been approved by the Chief of Police.”

7. COURT TIME. Article XXII, page 44, Paragraph A and its subsections shall be deleted in their entirety and replaced as follows:

“When officers are called and/or the subject of a subpoena to appear in any court of any jurisdiction during off-duty hours, in relation to the performance of their duty, they shall receive time and one half for each hour with a four (4) hour minimum guarantee, and a patrol vehicle shall be provided for travel to appear in cases adjudicated outside of the Borough. If at all possible, court will be scheduled during the officer’s tour of duty.”

8. BEREAVEMENT LEAVE. Article XVI, paragraph A(1), on page 34 shall be amended to delete the second sentence and replace it as follows:

“Up to 3 shifts may be granted, based on, and equivalent to the requesting officer’s regular working shift hours (8, 10 or 12 hour shifts).”

9. OVERTIME LIST. Article IX, paragraph B(2) on page 14 shall be amended to delete the first sentence and replace it as follows:

“ Overtime will be assigned in a fair and equitable manner, based on the needs of the department and at the discretion of the Chief.”

10. VACATION. Article X, Paragraph C on page 17 shall be amended to delete the first sentence and replace it as follows:

“Vacations shall be chosen by rank in order of Sergeant, Corporal, and Patrolman, then by seniority, and shall be taken from Labor Day to June 15th, excluding Memorial Day weekend.”

11. WAGES. Article XX, page 40 shall be amended as follows:

Article XX, paragraphs A, B, C and D on pages 40 to 41 shall be deleted and replaced as follows:

“A. Effective January 1, 2024, the attached wage guides in **Schedules A and B** shall apply to all officers, with annual movement on the respective guides to occur on January 1 of each year. New hires shall start at Step 1 of the attached guide and new hires shall move through the guide annually on January 1 of each year thereafter regardless of when they graduated from the academy.

B. To address the unique situation of the three (3) current recruits presently in the academy that entered the academy during the term of the previous collective bargaining agreement, the Parties agree the three (3) current recruits in the academy shall be moved to step 1 of the attached guide on January 1, 2024 and they shall then move one step per year on January 1 of each year thereafter.

C. All officers shall be paid for the duration of the contract as set forth in **Schedules A and B**. Wage increases shall only apply to employees covered by this contract on the date of execution. Any employee who has terminated employment with the Borough prior to execution of the Agreement is not entitled to any benefits under this Agreement, including but not limited to salary increases or retroactive pay thereafter unless said termination resulted from a voluntary retirement of a Borough employee who is eligible to receive retirement benefits under the rules of the Police and Fireman's Retirement System (PFRS).

D. Upon promotion to Sergeant, the Sergeant shall receive a raise of twenty-thousand dollars (\$20,000) per year or full Sergeant's pay, whichever is less; and the Sergeant shall receive full pay based on **Schedule A** of the attached guide at the beginning of their 3rd year with the rank of Sergeant.”

12. PBA ARBITRATION AUTHORITY. **Article XVII** shall be amended to add the following provision to the article as **Paragraph “D” on page 37:**

“D. PBA 59 Authority in Arbitration Matters. Notwithstanding the right of any employee of the bargaining unit to assert a grievance, P.B.A. 59 shall have the sole and exclusive right to decide and act on issues involving: filing for arbitration, resolving matters subject to pending arbitration, withdrawing an arbitration matter, and filing an appeal of an arbitration decision pursuant to *N.J.S.A.* 34:13A-62.”

13. EQUIPMENT CLARIFICATION/CLEAN UP. Article XIX, on page 39 shall be amended as follows:

- i. Paragraph A(2)b shall be amended to replace the reference to “shotguns” with “rifle(s)”.
- ii. Paragraph B (2) shall be deleted and replaced as follows:
“2. Body armor and flack vests available to all shifts.”

14. 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, 2020, through December 31, 2023, agreement that is not affected by this document shall remain in the new agreement.

15. MODIFICATION OF ALL TERMS INCONSISTENT WITH THIS MOA. All other provisions in the January 1, 2020 – December 31, 2023 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, 2024 to December 31, 2027.

16. 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.

17. PARTIES' GOOD FAITH TO FINALIZE CONTRACT. The Borough 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.

18. 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.

19. RATIFICATION. The union and the Borough acknowledge the terms of this MOA need to be ratified by the Union and the Borough. By signing this agreement, the Parties' representatives are indicating they are prepared to present this agreement to their respective constituents with the recommendation to ratify this agreement.

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

PBA 59

Augustin Pastor
Print Name AP

Date: 12/10/23

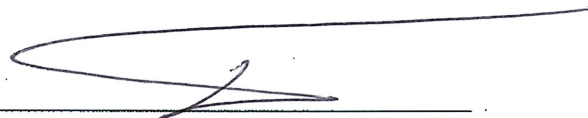
William Gianakopoulos
Print Name Wm Gi

Date: 12/10/23

BOROUGH OF WILDWOOD CREST


Print Name DON CABRERA

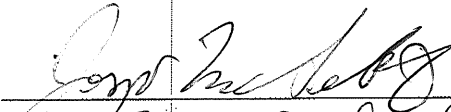
Date: 12-20-2023


Print Name JOSEPH FRANCO, JR.
Date: 12-20-2023



Print Name - James Collins

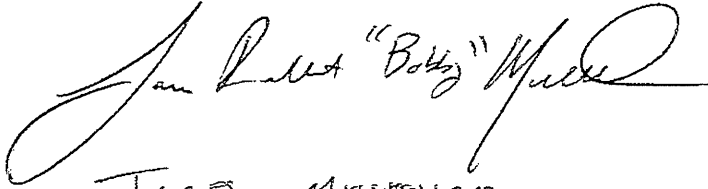
Date: 12/18/2023



Print Name

Joseph M. Schiff

Date: 12-20-23



Janet Muehlen

12/18/2023

Print

Name

Date:

Print

Name

Date

SCHEDULE A

		3%		3%		3%		3%
Steps		2024		2025		2026		2027
15	\$	99,653	\$	102,642	\$	105,721	\$	108,893
14	\$	96,048	\$	98,929	\$	101,897	\$	104,954
13	\$	92,958	\$	95,746	\$	98,619	\$	101,577
12	\$	89,868	\$	92,564	\$	95,340	\$	98,201
11	\$	86,778	\$	89,381	\$	92,062	\$	94,824
10	\$	83,430	\$	85,933	\$	88,511	\$	91,166
9	\$	79,310	\$	81,689	\$	84,140	\$	86,664
8	\$	75,963	\$	78,241	\$	80,589	\$	83,006
7	\$	72,873	\$	75,059	\$	77,310	\$	79,630
6	\$	69,010	\$	71,080	\$	73,213	\$	75,409
5	\$	63,860	\$	65,776	\$	67,749	\$	69,782
4	\$	59,740	\$	61,532	\$	63,378	\$	65,280
3	\$	55,620	\$	57,289	\$	59,007	\$	60,777
2	\$	49,698	\$	51,188	\$	52,724	\$	54,306
1	\$	45,578	\$	46,945	\$	48,353	\$	49,804
SGTS		3.00%		3.00%		3.00%		3.00%
		2024		2025		2026		2027
	\$	112,477	\$	115,851	\$	119,327	\$	122,907

SCHEDULE B

Last Name		2024		2025		2026		2027
Webb	\$	112,477	\$	115,851	\$	119,327	\$	122,907
Mulholland	\$	112,477	\$	115,851	\$	119,327	\$	122,907
Sheets	\$	112,477	\$	115,851	\$	119,327	\$	122,907
Greene	\$	112,000	\$	115,851	\$	119,327	\$	122,907
Sawyer	\$	97,000	\$	115,851	\$	119,327	\$	122,907
Collins	\$	72,873	\$	78,241	\$	84,140	\$	91,166
Plaza	\$	72,873	\$	78,241	\$	84,140	\$	91,166
Gianakopoulos	\$	72,873	\$	78,241	\$	84,140	\$	91,166
Moyer	\$	63,860	\$	71,080	\$	77,310	\$	83,006
Travascio	\$	63,860	\$	71,080	\$	77,310	\$	83,006
Pastor	\$	63,860	\$	71,080	\$	77,310	\$	83,006
Magnavita	\$	63,860	\$	71,080	\$	77,310	\$	83,006
Palmer	\$	55,620	\$	61,532	\$	67,749	\$	75,409
Stango	\$	55,620	\$	61,532	\$	67,749	\$	75,409
Lavender	\$	55,620	\$	61,532	\$	67,749	\$	75,409
McInerney	\$	55,620	\$	61,532	\$	67,749	\$	75,409
Engel	\$	55,620	\$	61,532	\$	67,749	\$	75,409
Robb	\$	49,698	\$	57,289	\$	63,378	\$	69,782
Petit	\$	49,698	\$	57,289	\$	63,378	\$	69,782
Young	\$	49,698	\$	57,289	\$	63,378	\$	69,782
Gill	\$	49,698	\$	57,289	\$	63,378	\$	69,782