

CITY OF NORTH WILDWOOD

Cape May County, New Jersey

RESOLUTION

APPROVING MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN CITY OF NORTH WILDWOOD AND DOMINICK MCCLAIN, FIRE CHIEF

WHEREAS, by reason of the retirement of North Wildwood Chief of Fire Jeffrey Cole, the Mayor of the City of North Wildwood appointed Dominick McClain as North Wildwood Fire Chief, effective June 1, 2016; and

WHEREAS, the Council of the City of North Wildwood confirmed the Mayor's appointment of Dominick McClain as North Wildwood Fire Chief; and

WHEREAS, the City Administrator, in consultation with legal counsel, prepared a Memorandum of Understanding Agreement concerning the employment of Dominick McClain as North Wildwood Fire Chief to be signed by Dominick McClain and by the appropriate municipal officials on behalf of the City of North Wildwood; and

WHEREAS, the terms and conditions of that Memorandum of Understanding Agreement are acceptable to Dominick McClain; and

WHEREAS, the terms and conditions of that Memorandum of Understanding Agreement have been reviewed by and are acceptable to the Mayor and Council of the City of North Wildwood.

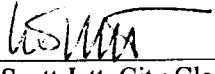
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of North Wildwood, in the County of Cape May and State of New Jersey, as follows:

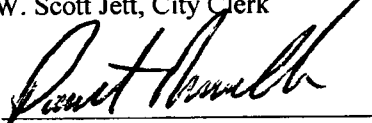
- a) All of the statements of the preamble are incorporated herein by this reference thereto as though the same were set forth at length.
- b) The aforementioned Memorandum of Understanding Agreement is approved and the Mayor and City Administrator be and they hereby are authorized to execute the Memorandum of Understanding Agreement on behalf of the City of North Wildwood and, upon execution of that agreement by Chief McClain, the City Clerk shall maintain the original thereof in the City's permanent records and he shall provide a copy thereof to Chief McClain.

OFFERED BY: KOEHLER SECONDED BY: KANE

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 6th day of February, 2018.

Dated: February 6, 2018

Signed: 
W. Scott Jett, City Clerk

APPROVED: 
Patrick T. Rosenello, Mayor

	<u>Aye</u>	<u>Naye</u>	<u>Abstain</u>	<u>Absent</u>		<u>Aye</u>	<u>Naye</u>	<u>Abstain</u>	<u>Absent</u>
Tolomeo	X				Koehler	X			
Rullo				X	Bishop	X			
Kane	X				Zampirri	X			
Del Conte	X								

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

CITY OF NORTH WILDWOOD
A Municipal Corporation of the State of New Jersey

And

Dominick McClain
Fire Chief

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding dated this 6th day of February, 2018, is by and between the City of North Wildwood, County of Cape May, New Jersey, a municipal corporation of the State of New Jersey, hereinafter called the "City", and Dominick McClain, hereinafter called "Chief" and "you".

1. Workweek:

- a) The Fire Chief shall be required to work a minimum forty (40) hour work week and any additional time necessary to insure a smooth and responsible operation of the Fire Department over all areas for which he has supervisory control.
- b) The Chief, as a managerial executive, shall not be entitled to compensatory time, overtime or additional compensation for any holidays worked. However, due to the nature and complexity of the job, the specific hours of the Chief's workweek shall be flexible.

2. Uniform and Clothing:

- a) The Chief shall maintain his uniform through the annual budget. It shall be left to the professional discretion of the Chief as to when he should wear formal or informal uniform or plain clothes.

3. Education/Professional Development:

- a) It is the policy of the City of North Wildwood to encourage membership in professional organizations and to encourage periodic skill enhancement training at authorized conventions, conferences, and seminars. Upon approval of the Director of Public Safety or his designee, the City shall provide the cost of such training and memberships. Once approvals have been provided, the City shall permit time off to attend any conventions, conferences, and seminars in addition to the cost for each as well as reimbursement for authorized expenditures in conjunction therewith. The City reserves the right to deny attendance at any convention, conference, or seminar that the City determines will not provide direct benefit to both the City and the Chief and the final decision of the Director or his designee shall be deemed final both in law and in equity.

4. Fire Vehicle:

- a) The Chief shall have full and unlimited 24 hour use of a Fire vehicle and it shall be equipped and maintained at the City's expense.

5. Grievances:

- a) Grievances shall be made directly to the Director of Public Safety or his designee. If the grievance cannot be resolved, the second step of the procedure shall be submission to the Public Safety Committee. The third step of the procedure shall be the submission to arbitration as detailed in the current agreement between the City and the FMBA.

6. Legal Defense:

- a) The City shall supply the Chief with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. The selection of an attorney may be made by the Chief, subject to approval by the City, and such approval shall not be unreasonably withheld by the City. The City shall similarly be responsible for indemnification and counsel in connection with all claims, including compensatory and punitive damages, for actions arising out of the lawful performance of duties, filed during or subsequent to the expiration of this memorandum of understanding.

7. Medical Benefits:

- a) The City shall provide, to the Chief and his authorized dependents, medical benefits, as currently provided to all FMBA members, during both the course of regular employment as well as the three (3) year period after retirement.
- b) The city reserves the right to require the Chief to submit to an annual physical, at the expense of the City, to assure the capabilities of the Chief to perform all required duties and tasks of that position.

8. Vacation/Personal/Sick Days:

- a) The Chief shall receive the existing annual benefit of two hundred eighty-eight (288) vacation hours, thirty-six (36) hours of personal time, and one-hundred forty-four (144) sick time hours. Authorizations for the unlimited carryover of sick time as well as the restrictions for the carryover of vacation and personal time are precisely similar to those imposed by the provisions of the bargained FMBA Agreement.

- b) Vacation and personal time use shall be scheduled in such a way as to not hamper the proper operation and function of the Fire Department. In the event that the Chief desires to take more than one consecutive week of vacation at one time, the Mayor or his designee must approve the request in advance in order to verify that the Chief has arranged for proper coverage with the appropriate officers of the fire department.
- c) Vacation, personal and sick time are granted in advance as of January 1st each year in anticipation of the Chief's continued employment for the full year. In the event that the Chief retires from his position or is terminated for cause, earned (accumulated) time shall be paid on a pro-rated basis and, conversely, time used, but not earned on this pro-rated basis, shall be deducted from any money due and owing to the Chief. The payment of any sick time balances, however, are restricted to an amount equal to fifty percent (50%) of all accrued and unused time up to a maximum payment of Fifteen Thousand Dollars (\$15,000.00).

9. Health and Retirement Benefits:

- a) The Chief will receive the same health, sick and retirement benefits as then currently provided to the FMBA in accordance with the then current collective bargaining agreement between the City and the FMBA.

10. Salary:

- a) 2018 = \$127,500.
2019 = \$131,000.
2020 = \$134,000.

11. Retirement Health Benefits and Service Credit:

- a) The Chief shall be entitled to retirement compensation based upon the same terms and conditions afforded other members of the Fire Department as specified in the then current Agreement between the FMBA and the City of North Wildwood. The Chief shall have the option of exhausting any accrued vacation and personal time due him, on a pro-rated basis, immediately prior to retirement or take the balance of such time as cash upon retirement. Both parties reserve the right to re-negotiate retirement health benefits in any successor Memorandum(s) of Understanding. The Chief can waive this Memorandum of Understanding in the event health reasons preclude his ability to perform his duties.

12. Residency Requirement:

- a) The City specifically reserves the right to enforce a residency requirement for the title of Fire Chief.

13. College Credits:

- a) In addition to salary, the Chief shall be entitled to receive an additional Twenty-Five Dollars (\$25.00) per year for each Firefighter related college credit acquired up to a maximum of Seven Hundred Fifty Dollars (\$750.00) per year.

14. Terms and Agreement:

- a) This memorandum of understanding shall remain in effect until such time as the Chief retires or is otherwise separated from employment. No separation of the Chief shall occur except under the requirements of and in compliance with the State of New Jersey Statutes and applicable Civil Service Rules and Regulations. The terms of this agreement may only be modified by mutual written consent of both parties. The provisions of this agreement related to post-retirement benefits shall survive the Chief's retirement.

15. Effective Date:

- a) The effective date of this Memorandum of Understanding is January 1, 2018 and shall remain in full force and effect until changed, revised, amended, augmented, etc., in writing by mutual consent of both parties.

IN witness whereof the parties hereto have executed this agreement on the date first written above.

Dominick J. McClain
Dominick McClain, Fire Chief
City of North Wildwood, New Jersey

City of North Wildwood
Cape May County
New Jersey

By: _____

Mayor

City Clerk