

CITY OF NORTH WILDWOOD

Cape May County, New Jersey

RESOLUTION

APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDMENT AND EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF NORTH WILDWOOD AND PBA LOCAL 59, POLICEMAN'S BENEVOLENT ASSOCIATION FOR THE PERIOD JANUARY 1, 2016 THROUGH DECEMBER 31, 2021.

WHEREAS, the City of North Wildwood (the City) and PBA Local 59, Policeman's Benevolent Association (the PBA) are parties to a collective bargaining negotiations covering the period January 1, 2016 through December 31, 2019; and

WHEREAS, the parties have engaged in recent negotiations for an extension of this Agreement and a clarification of the employees to be represented by the PBA and have reached a tentative Memorandum of Agreement; and

WHEREAS, the City discussed the tentative Memorandum of Agreement between the City and the PBA at a Closed Session held on November 7, 2018; and

WHEREAS, the City Council desires to approve the tentative Memorandum of Agreement between the City and PBA providing for an extension of the current Agreement through December 31, 2021.

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 proposed Memorandum of Agreement between the City of North Wildwood and PBA Local 59 Policeman's Benevolent Association extending the current contract through December 31, 2021 (a copy of which is on file in the Office of the City Clerk) is approved and the Mayor and the City Clerk are hereby authorized, directed and empowered to execute an Agreement incorporating and memorializing the terms described therein into a final Amended Agreement on behalf of the City of North Wildwood subject such final editing as may be approved by City labor counsel.
3. The City Clerk is further authorized, directed and empowered to seal said Agreement with the seal of the City of North Wildwood.

OFFERED BY: KOEHLER SECONDED BY: TOLOMEO

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 7th day of November, 2018.

Dated: November 7, 2018

Signed: 
W. Scott Jett, City Clerk

APPROVED: 
Patrick 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 AGREEMENT

CITY OF NORTH WILDWOOD
AND
PBA LOCAL 59

WHEREFORE, the current collective bargaining agreement between the City of North Wildwood (the City) and the PBA Local 59 (the PBA) expires on December 31, 2019; and

WHEREFORE, the City has filed a Clarification of Unit Petition (Docket No.: CU-2018-005) with the Public Employment Relations Commission (PERC) seeking to remove the positions of Captain and Lieutenant from the current PBA bargaining unit; and

WHEREFORE, the parties have engaged in discussions to resolve that matter amicably rather than through an adversarial proceeding; and

WHEREFORE, during the course of those discussions, the parties agreed to discuss an extension of the terms of the current collective bargaining agreement; and

WHEREFORE, with neither party conceding its position on the Clarification of Unit Petition, the City and the PBA have agreed to a resolution of that matter as well as the terms of an extension of the current collective bargaining agreement.

NOW THEREFORE, on this 7th day of November, 2018, the parties wish to memorialize the terms of that Agreement as follows:

1. Resolution of the Clarification of Unit Petition

- A. The positions of Police Captain and Police Lieutenant shall be severed from the current PBA bargaining unit immediately, effective upon the ratification of this Memorandum of Agreement by both parties.
- B. Article I of the current contract would be amended to exclude "Lieutenants and Captains"
- C. Amend Article XX of the current agreement, paragraph 7 and 8 to provide as follows:
 - 7. Effective January 1, 2019, The wage guide shall be amended to adjust the guide as attached. Officer Massie shall be placed off guide as set forth in the attached. All other officers eligible to receive a step shall advance one step on the wage guide.
 - 8. Effective January 1, 2019, the Sergeant's salary shall increase to \$108,900.
- D. Exhibit A shall be amended to reflect the changes set forth above.
- E. The City shall withdraw its Clarification of Unit Petition (Docket No.: CU-2018-005).

2. Two Year Extension of the CBA

A. TERM: The current Agreement shall be extended for a period of two (2) years from January 1, 2020 through December 31, 2021.

B. WAGES:

- a. Effective January 1, 2020
 - i. The wage guide shall be amended to adjust the guide as attached.
 - ii. The Sergeant Step shall receive a wage increase of \$1,100.
 - iii. Officer Massie shall remain "off guide" and receive an increase of \$250.
 - iv. All officers on guide shall move one step on the guide as noted in the attached.
- b. Effective August 1, 2021
 - i. The Sergeant step shall receive an increase of \$500
 - ii. The Off Guide employee (Massie) shall receive an increase of \$500.
 - iii. All other officers on guide shall move one step on the guide.
- c. Exhibit A – Wage Guide shall be amended to reflect the changes set forth herein and attached hereto.
- d. Individual Employee Salaries shall be amended to reflect the changes set forth herein and attached hereto.

C. ARBITRATION:

Article III, Step Four, opening paragraph (a), on page 12 shall be deleted in its entirety and replaced as follows:

"Step Four:

(a) If the grievance is not settled through Steps One, Two and Three, the following procedures shall apply:

In the event that a grievance has not been resolved at Step Three, PBA 59 may, within ten (10) working days following receipt of the determination of the Director of Public Safety, submit the matter to the Public Employment Relations Commission for binding arbitration. PBA 59 shall have sole exclusive authority to file for arbitration, settle matters subject to arbitration and withdraw a matter subject to arbitration. In the event PBA 59 elects to submit a matter to binding arbitration, the following provisions shall apply:..."

D. SUBSTANTIVE CHANGES:

The changes provided above contain all substantive modifications to be made to the collective bargaining agreement by way of this extension of the current CBA.

All other language in the January 1, 2016 through December 31, 2019 agreement that is not affected by this document shall remain in the new agreement.

E. MODIFICATION OF ALL TERMS INCONSISTENT WITH THIS MOA:

All other provisions in the January 1, 2016 – December 31, 2019 CBA that are inconsistent with the substantive changes noted in this MOA shall be modified for consistency with the terms of this MOA in the successor agreement spanning from January 1, 2019 through December 31, 2021.

F. 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.

G. PARTIES' GOOD FAITH TO FINALIZE CONTRACT:

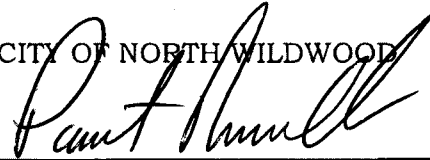
The City acknowledges it will process retroactive payments resulting from this executed MOA, if any, as expeditiously as possible, and the parties agree they will act to have the amended successor agreement executed in an expeditious manner upon receipt.

H. 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.

I. RATIFICATION:

This MOA is subject to the ratification of the PBA and approval by the City. The bargaining committees of the PBA and City, by the signatures of their duly authorized representatives, signify and acknowledge their agreement to the terms listed above and agree to recommend approval to their respective bodies.

CITY OF NORTH WILDWOOD


PBA LOCAL 59

By:
Date:

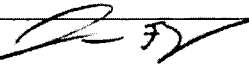
By: 
Date: 10-17-18

EXHIBIT "A"

	1/1/2019	1/1/2020	8/1/2021
sgt \$	108,900 \$	110,000 \$	110,500

16	\$	100,000	\$	100,000	\$	100,000
15	\$	98,000	\$	98,000	\$	98,000
14	\$	95,200	\$	94,000	\$	94,000
13	\$	90,700	\$	90,700	\$	88,500
12	\$	86,100	\$	85,000	\$	85,000
11	\$	81,800	\$	80,236	\$	81,800
10	\$	77,000	\$	76,360	\$	76,360
9	\$	72,600	\$	70,000	\$	72,600
8	\$	68,000	\$	65,500	\$	65,500
7	\$	63,500	\$	63,500	\$	63,500
6	\$	59,000	\$	57,500	\$	59,000
5	\$	54,700	\$	54,700	\$	54,700
4	\$	49,900	\$	49,900	\$	49,900
3	\$	46,000	\$	46,000	\$	46,000
2	\$	41,600	\$	41,600	\$	41,600
1	\$	37,600	\$	37,600	\$	37,600
A	\$	33,600	\$	33,600	\$	33,600

**Off Guide (Massie only) \$ 102,250 \$ 102,500 \$ 103,000

Individual Salaries

		1/1/2019		1/1/2020		8/1/2021
Sgt.	HARKINS, BRIAN	\$	108,900	\$	110,000	\$ 110,500
Sgt.	MADDEN, KATHERINE	\$	108,900	\$	110,000	\$ 110,500
Sgt.	MATTERA, MATTHEW	\$	108,900	\$	110,000	\$ 110,500
Sgt.	MC GEE, KEITH	\$	108,900	\$	110,000	\$ 110,500
Sgt.	MC GRAW, ADAM	\$	108,900	\$	110,000	\$ 110,500
	MASSIE JR , CLIFFORD**	\$	102,250	\$	102,500	\$ 103,000
	GRISER, MICHAEL	\$	90,700	\$	94,000	\$ 98,000
	LOFTUS, LAURA	\$	81,800	\$	85,000	\$ 88,500
	FLYNN, JAMES	\$	77,000	\$	80,236	\$ 85,000
	SCHULES, DANIEL	\$	77,000	\$	80,236	\$ 85,000
	FLYNN , PATRICK	\$	72,600	\$	76,360	\$ 81,800
	SANTIAGO, MARK	\$	72,600	\$	76,360	\$ 81,800
	ELLIOTT, MARK	\$	63,500	\$	65,500	\$ 72,600
	GARRIOTT, JERALD	\$	63,500	\$	65,500	\$ 72,600
	MELO, JUSTIN	\$	63,500	\$	65,500	\$ 72,600
	NEVIL, ERIC	\$	63,500	\$	65,500	\$ 72,600
	ROBINSON, JUSTIN	\$	81,325	\$	91,325	\$ 101,325
	KOPETSKY, JOSEPH	\$	54,700	\$	57,500	\$ 63,500
	SKILL, BRYAN	\$	75,600	\$	85,600	\$ 95,600
	TOLAN JR, KEVIN	\$	54,700	\$	57,500	\$ 63,500
	RANSOM, STEVE	\$	49,900	\$	54,700	\$ 59,000
	REISER, AMANDA	\$	49,900	\$	54,700	\$ 59,000
	DERITIS, VINCENT	\$	33,600	\$	37,600	\$ 41,600