

New Jersey Public Employment Relations Commission
POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1 Public Employer: Margate City County: Atlantic
2 Employee Organization: FMBA Local 41 Number of Employees in Unit: 34
3 Base Year Contract Term: _____
4 New Contract Term: _____

See Attachments

SECTION II: Type of Contract Settlement (please check only one)

- 5 Contract settled without neutral assistance
6 Contract settled with assistance of mediator
7 Contract settled with assistance of fact-finder
8 Contract settled in Interest Arbitration
9 If contract was settled in Interest Arbitration, did the Arbitrator issue an Award? Yes No

SECTION III: Base Salary Calculation

The "base year" refers to the final year of the expiring or expired agreement.

N.J.S.A. 34:13A-16.7(a) defines base salary as follows: "Base salary" means the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension and health and medical insurance costs."

10 Salary Costs in base year \$ _____
11 Longevity Costs in base year \$ _____
12 Other base year salary costs

\$ _____

\$ _____

\$ _____

\$ _____
Sum of "Other" Costs Listed in Line 12. \$ _____
13 Total Base Salary Cost: (sum of lines 10, 11, 12): \$ _____

SECTION IV: Increase in Base Salary Cost (for each year of New CNA) *see attached*

14 Total Base Salary Cost from Line 13: \$

Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15 Effective Date (month/day/year)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
16 Cost of Salary Increments (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
17 Salary Increase Above Increments (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
18 Longevity Increase (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
19 Total Increased Cost for "Other" Items (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
20 Total Increase (\$) (sum of lines 16-19)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

SECTION V: Average Increase Over Term of New CNA - *see attached*

- 21 Dollar Increase Over Life of Contract \$ [Take sum of all amounts listed on Line 20 above]
- 22 Percentage Increase Over Life of Contract % [Divide amount on Line 21 by amount on Line 14]
- 23 Average Percentage Increase Per Year % [Divide percentage on Line 22 by number of years of the contract]

SECTION VI: Other Economic Items Outside Base Salary and Increases

See attached

24	Item Description	Base Year Cost (\$)	←Increases→					
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
25	Totals (\$):							

SECTION VII: Medical Costs

See attached

Insurance Costs		Base Year	Year 1
26	Health Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
27	Prescription Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
28	Dental Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
29	Vision Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
30	Total Cost of Insurance	\$ <input type="text"/>	\$ <input type="text"/>

SECTION VII: Medical Costs (continued) *See attached*

31 Employee Insurance Contributions \$ \$
32 Contributions as % of Total Insurance Cost % %

33 Identify any insurance changes that were included in this CNA.

SECTION VIII: Certification and Signature

34 The undersigned certifies that the foregoing figures are true:

Print Name: Johanna Casey
Position/Title: City Clerk
Signature: Johanna Casey, RMC
Date: 10/15/2020

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016



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Wayne Wolk
Vice President

Rick Myers
Secretary

MEMORANDUM OF UNDERSTANDING (MOU) TO IMPLEMENT TEMPORARY CHANGE(S) TO TERMS AND CONDITIONS OF EMPLOYMENT

In recognition of the public health crisis caused by the Coronavirus (COVID-19) pandemic, and in order to continue to provide essential emergency public services,

the City of Margate (Public Employer) and FMBA Local No. 41 hereby agree to temporary, short term modifications to the following terms and conditions of employment:

Change in work schedule from: Two 10-hour days followed by 24 hours off, followed by two 14 hour nights followed by 96 hours off to a 24 Hr shift followed by 72 Hours off on a continuing basis.

It is the intention of the parties that this Agreement is limited in scope and duration, complies with all applicable federal and state laws, rules and regulations, and is being entered into solely to address workplace related issues caused by the Coronavirus (COVID-19) pandemic.

This MOU shall expire on or before June 30, 2020 and may only be extended by a separate written agreement executed by the parties.

Agreed upon by:

Brian P. Duffey
Brian P. Duffey, President – FMBA Local 41

Date: 4-14-2020

Richard W. Deaney
Richard W. Deaney, Business Administrator

Date: 4-14-2020

Memorandum of Understanding (MOU) To Implement Changes and Additions to Terms and Conditions of Employment

The City of Margate and FMBA Local 41 hereby agree to implement changes to the Terms and Conditions of Employment in the current collective bargaining agreement as listed below:

ARTICLE XIX WORK SCHEDULES & OVERTIME

A. 1. All like personnel shall work a forty-two (42) hour work week averaged over an eight (8) week cycle, according to the following schedule:

One 24 Hour Shift, followed by 72 hours off on a continuing basis.

2. The inclusion of the work schedule in this Agreement specifically does not serve to waive any right on the part of the City to modify the schedule as an exercise of its managerial rights based on operational needs.

ARTICLE IX VACATIONS

G. While working the 24 Hour Shift Schedule, Vacation Time will be based on 12 Hour Increments. One 24 Hour Shift will be equivalent to 2 Vacation Days as listed in Sections A, B and C of this article.

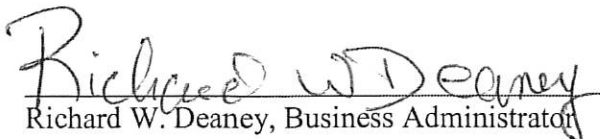
ARTICLE X SICK LEAVE

B. Amount of Sick Leave.

4. While working the 24 Hour Shift Schedule, Sick Leave will be based on 12 Hour Increments. One 24 Hour Shift Off Sick will be equivalent to 2 Sick Days used as listed in Section 1 of this article.

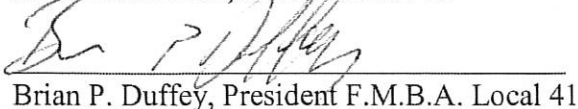
This Memorandum of Understanding shall continue in full force and effect through the expiration date of the current collective bargaining agreement on December 31, 2021.

CITY OF MARGATE CITY


Richard W. Deaney, Business Administrator

Date: JUNE 30, 2020

**FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION, LOCAL NO. 41**


Brian P. Duffey, President F.M.B.A. Local 41

Date: JUNE 30, 2020

RESOLUTION #192-2020
A RESOLUTION AMENDING THE MARGATE CITY FMBA LOCAL 41 LABOR
AGREEMENT OF JANUARY 1, 2018 THRU DECEMBER 31, 2021

WHEREAS, the City of Margate and the Margate City Fire Department FMBA Local 41 hereby agree to implement changes to the Terms and Conditions of Employment in the current collective bargaining agreement for Terminal Leave: Effective October 1, 2020 through May 1, 2021, and

WHEREAS, an agreement has been reached between the parties as reflected in the attached document; and

WHEREAS, said agreement is fair and equitable to the parties involved;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, New Jersey that the Mayor is hereby authorized to execute and the City Clerk to attest to said changes to the current Collective Bargaining Agreement between the City of Margate and the Margate City Fire Department FMBA Local 41, covering the time period from October 1, 2020 through May 1, 2021 in the existing agreement set to expire on December 31, 2021,

BE IT RESOLVED that the City Clerk is hereby authorized to forward an executed copy of this resolution to the following:

1. Daniel E. Adams, Chief of Fire Department
2. Lisa McLaughlin, Chief Financial Officer
3. Richard Deaney, Business Administrator
4. Brian Duffy, President of FMBA Local 41

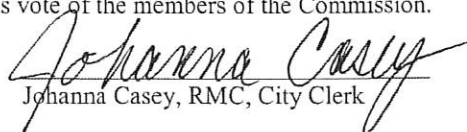
ROLL CALL:

NAME	MOTION	SECONDED	YES	NO	ABSTAINED	ABSENT
Becker	X		X			
Amodeo			X			
Blumberg		X	X			

DATE: October 1, 2020

CERTIFICATION

I, Johanna Casey, Clerk of Margate City, Atlantic County, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Commissioners of the City of Margate City at a meeting of said Commission held on October 1, 2020 and said resolution was adopted by not less than a two-thirds vote of the members of the Commission.


 Johanna Casey, RMC, City Clerk

Amendment to Contract Between FMBA Local 41 and City of Margate

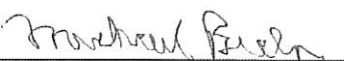
October 1, 2020

The City of Margate and FMBA Local 41 hereby agree to implement changes to the Terms and Conditions of Employment in the current collective bargaining agreement as follows:

D. TERMINAL LEAVE: Effective October 1, 2020 through May 1, 2021, a terminal leave agreement between Margate City and FMBA Local 41 will be in effect. The terms of this agreement are as follows:

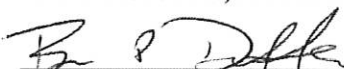
1. Any Firefighter with twenty-five (25) years or more of service no later than May 1, 2021 is eligible to elect this benefit provision.
2. Any Firefighter who has 25 Years of Service prior to December 31, 2020, must retire by January 1, 2021 to be eligible.
3. Firefighters not eligible to retire by January 1, 2021 but eligible no later than May 1, 2021 must retire at the first date of eligibility.
4. Notification of intent to retire shall be made to the Fire Chief no later than sixty (60) days prior to retirement.
5. The Firefighter shall be compensated for his/her accumulated sick leave using the formula in the existing contract: Article XVI – Retirement and Terminal Leave Section A.
6. Each Eligible Firefighter electing this provision shall receive an additional \$27,500.
7. At the discretion of the employer, eligible Firefighters may receive the additional \$27,500 in one lump sum payment or in yearly installments within a three year period.
8. All of a participating Firefighter's accumulated 2020 or 2021 sick days will be pro-rated as of the retirement date.
9. Any Firefighter eligible to retire under the terms of this provision electing not to exercise his option to retire shall not thereafter be eligible for any subsequent retirement incentive option during his tenure as a Margate Firefighter.
10. This contract amendment shall be applicable only for the period October 1, 2020 through May 1, 2021.

CITY OF MARGATE CITY



Michael S. Becker, Mayor
Date: 10-1-2020

**FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION, LOCAL NO. 41**



Brian P. Duffey, President F.M.B.A. Local 41
Date: 10-1-2020