

MEMORANDUM OF UNDERSTANDING
FMBA LOCAL 234 (Deputy Fire Chiefs)
January 1, 2019 through December 31, 2019

AGREEMENT made this 19 day of June, 2020 by and between the City of Linden (hereinafter "City") and the FMBA Local 234 (Deputy Fire Chiefs) (hereinafter "FMBA").

WHEREAS, the City and the FMBA are parties to a collective negotiations agreement covering the period January 1, 2015 through December 31, 2017 as extended through December 31, 2018; and

WHEREAS, the parties have engaged in good faith negotiations in an effort to reach agreement or otherwise resolve terms and conditions for a new labor contract; and

WHEREAS, the parties have reached agreement on terms and conditions for a new labor contract subject to ratification by the FMBA membership and approval by the City's governing body; and

WHEREAS, the negotiations committees for the City and for the FMBA agree to recommend this Memorandum of Understanding for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth, the parties agree as follows:

1. Except as herein modified, the terms and conditions of the January 1, 2015 through December 31, 2017, as extended through December 31, 2018, collective negotiations agreement between the parties shall remain in full force and effect.

2. **Duration:** January 01, 2019 thru December 31, 2019

3. **Annual Salary (increase 2.1% per year)** (Effective 01-01-2019, and Retroactive to that date):

Annual Salary	<u>2019</u>
Deputy Fire Chief	\$154,130

4. Senior Deputy Chief Differential: (Effective and Retroactive to 01-01-2019)

Beginning of 10th year of service: \$1,250

Beginning of 15th year of service: \$2,000

Beginning of 20th year of service: \$3,000

5. **Fire Official:** (Effective and Retroactive to 01-01-2019. Retroactive pay will include \$750 for 2019; since D.C.'s received a \$250 check for inspector's license in 2019 plus portion of \$1,000 for 2020).

A Deputy Chief who is licensed by the State of New Jersey as a Fire Official shall receive \$1,000 annually. Said pay shall be paid in equal bi-weekly installments and included in the base pay for pensions purposes, but computed as an addition for calculation of salary and overtime.

6. **Fire Inspections:** (Effective and Retroactive to the day following 12-31-2019, note D.C.'s received check for \$250 in 2019, Retroactive pay will be for 2020 only)

A Deputy Chief who is licensed by the State of New Jersey as a Fire Inspector shall receive \$250 annually. Said pay shall be paid in equal bi-weekly installments and included in the base pay for pensions purposes, but computed as an addition for calculation of salary and overtime. (Note: If Deputy Chief possesses a Fire Official License, Deputy Chief will only get the \$1,000 per year Fire Official pay.)

7. **Mobile Phone/Electronic Communication** (Effective and Retroactive to 01-01-2019):

\$6700 annually.

8. **Fire Prevention Bureau:** (Effective and Retroactive to 01-01-2019):

3% Upon appointment

6% After 1 year of appointment

9. **Training Division:** (Effective and Retroactive to 01-01-2019):

3% Upon appointment

6% After 1 year of appointment

10. **Health Benefits in Retirement.** Upon retirement from the City with a minimum of twenty-five (25) years of service in a New Jersey State Retirement System, employees enrolled in a New Jersey State Retirement System as of December 31, 2013 shall be entitled to an individual Employee Contract stating that they will receive medical and prescription benefits upon retirement with the sole cost of same to be borne by the City. Any employee subject to a statutory minimum health benefit contribution in retirement shall be reimbursed by the City for said contribution. Upon a service retirement from the City with twenty-five (25) years of service in a New Jersey State Retirement System, employees enrolled on or after January 1, 2014, all retirees shall contribute towards their medical and prescription benefits the same as the active employees based on their retirement allowance and shall receive the same medical and prescription benefits offered to active employees. Employees retiring on a disability retirement from the City shall follow the requirements and receive the medical and prescription benefits as determined under the New Jersey Division of Pensions and Benefits Tier System and shall continue to receive health benefits in retirement in accordance with current practice at no cost to the employee.

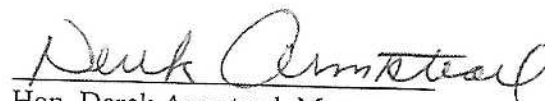
11. All modifications are effective upon full execution of this Memorandum of Understanding except where stated.

IN WITNESS WHEREOF, the parties hereto shall have duly executed this Memorandum of Understanding as of the date indicated above.

For Local 234/Deputy Fire Chiefs


Salvatore Principato, Negotiations
Committee Chair

For the City


Hon. Derek Armstead, Mayor