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A G R E E M E N T

between

*Vineland*  
THE CITY OF VINELAND

a municipal corporation of the State of New Jersey

LIBRA  
Institute of Man-  
Labor

JUN 24 1993

RUTGERS UNIVERSITY

and

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL 49

An Employee Representative

*Vineland*

NEGOTIATING COMMITTEE

Ronald Sotak  
Business Administrator  
  
William M. Bulloch  
Labor Relations Specialist  
  
Lawrence Pepper, Jr., Esquire  
1st Associate Solicitor

NEGOTIATING COMMITTEE

Roland Kandle, President  
  
Ugo Trasferini  
  
Albert Moir  
  
Herman Petway  
  
Mike Romano

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AGREEMENT, dated the 27th day of February, 1981, by and between: THE CITY OF VINELAND, a municipal corporation of the State of New Jersey (hereinafter referred to as the "City"); and the FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 49, Vineland, New Jersey (hereinafter referred to as the "Association"):

#### ARTICLE ONE

##### PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968, and as amended (N.J.S.A. 34:13A-5.1, etc.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the City and the employees; to prescribe the rights and duties of the City and the employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Vineland and its employees and the City.

#### ARTICLE TWO

##### RECOGNITION

It is the intention of the parties that this Agreement be construed in harmony with the Rules and Regulations of the Civil Service Commission, Chapter 303 of the Laws of 1968, and as amended, the Statutes of the State of New Jersey, the Ordinances of the City of Vineland, and the Rules and Regulations of the Fire Department, but

(1)

no Ordinance of the City or Rules and Regulations of the Department shall amend or alter any agreed upon term of this Contract.

The City recognizes the Association as the sole and exclusive representative of those certain employees of the Fire Department of the City of Vineland for the purpose of collective negotiations concerning wages, salaries and other terms and conditions of employment. For the purposes of this Agreement, an employee or employees are those employees in the following titles pursuant to the Certification Docket No. R0-78-110 by the State of New Jersey, Public Employment Relations Commission dated March 29, 1978, as authorized by the New Jersey Employer-Employee Relations Act of 1968, and as amended, as follows:

All uniformed paid fire fighters (including employee classifications of firemen-U.F.D. and fire-fighters) employed by the City of Vineland, but excluding all captains and all volunteer fire-fighters, managerial executives, supervisors within the meaning of the Act, craft employees, clerical employees, professional employees, confidential employees, police and all other employees.

### ARTICLE THREE

#### MANAGEMENT RIGHTS

All of the authority, rights and responsibilities possessed by the City are retained by it.

(2)

Subject to the terms of this agreement, it is the right of the City through and by the Director of the Fire Department and any of his designated representatives to determine the standards of service to be offered by its employees; determine the standards of selection of employment; direct its employees, take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the amount of overtime to be worked; determine the methods, means and personnel by which its operations are to be conducted; determine the content of work assignments; schedule the hours; take all necessary actions to carry out its mission in emergencies; purchase the services of others, contract or otherwise; exercise complete control and discretion over its organization and the technology of performing its work; and to make reasonable and binding rules and regulations which shall not be inconsistent with this Agreement and State Law.

#### ARTICLE FOUR

##### MAINTENANCE OF STANDARDS

Section 1. With respect to matters not covered by this Agreement, the City will not seek to diminish or impair during the term of this Agreement, any benefit, privilege provided by law, rule or regulation for employees without prior notice to the Association, and when appropriate, without negotiations with the Association, provided however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights Clause of this Agreement.

Section 2. Employees shall retain all civil rights under New Jersey State and Federal Law.

ARTICLE FIVE

ASSOCIATION REPRESENTATIVES AND MEMBERS

AND DELEGATES' RIGHTS

Section 1. Authorized representatives of the Association, whose names shall be filed in writing with the Director of the Fire Department, shall be permitted to visit Fire Headquarters or the Office of the Director of the Fire Department for the purposes of processing grievances. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the Shift Commander or, in his absence his authorized representative. The Association representative shall not interfere with the normal conduct of the work of the Fire Department.

Section 2. The City of Vineland agrees to grant the necessary time off with pay not to exceed eight (8) hours to the duly elected state delegate or his designated representative to attend to regular scheduled monthly meetings or any special meeting of the state organization.

Section 3. Pursuant to N.J.S.A. 11:26C-4, the City of Vineland agrees to grant a leave of absence with pay to two (2) duly authorized representatives of the Firemen's Mutual Benevolent Association to attend any state or national convention of such organization. A certificate of attendance to the State convention shall be submitted by

(4)

the representatives so attending. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

## ARTICLE SIX

### CHECK-OFF

The City agrees to grant rights of dues deduction to the Association and will deduct Association membership dues from the pay of those employees who individually request in writing that such deductions be made. Such written request must be given to the City's Personnel Office. The City shall remit once a month the monies collected for this purpose to the Association.

A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and approved by the City, during the month following the filing of such card with the City.

The Association shall indemnify and save the City harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

Any such written authorization may be withdrawn at any time by filing a written notice of such withdrawal with the City's Personnel Officer. Withdrawals shall become effective fifteen (15) days after such filing.

(5)



ARTICLE SEVEN

BULLETIN BOARDS

Section 1. The City agrees to furnish suitable bulletin board space (approximately 26" by 20") in the Dormatory to be used exclusively by the Association.

Section 2. The Association agrees to limit its postings of notices and bulletins to such bulletin boards.

Section 3. The Association agrees that it will not post material which may be profane, derogatory to any individual, or constitute public election campaign material. All bulletin notices shall be signed by the Association President or his designee.

Section 4. Any material which the City alleges to be in violation of this Agreement shall be promptly removed by the Association. The matter will then be subject to the grievance procedure for resolution.

ARTICLE EIGHT

NONDISCRIMINATION AND PERSONNEL RECORDS

Section 1. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. Both the City and the Association shall bear the responsibility for complying with this provision of the Agreement.

Section 2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 3. The City agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restraint or coercion by the City or any City representative against any employee because of Association membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or of this Agreement.

Section 4. The Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 5. Personnel records. Each employee shall receive a copy of any reprimand placed in his personnel file and has the right to examine his file at any time convenient to the employee and the custodian of the file.

#### ARTICLE NINE

##### NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any member or person acting in its behalf will cause, authorize or support any strike (e.g., the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the

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employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the City. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject however to the application of the grievance procedure contained in ARTICLE TWENTY-FIVE.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the City.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

#### ARTICLE TEN

##### WAGES

A. The City agrees to increase the base wages of employees employed as of December 31, 1980 by the following amounts:

(8)

Effective January 4, 1981 . . . . \$ 800.00 per annum  
Effective June 28, 1981. . . . . 600.00 per annum  
Effective January 3, 1982 . . . . . 800.00 per annum  
Effectife July 4, 1982. . . . . 600.00 per annum

Further, on June 28, 1981, employees Trasferini and Howe shall receive additional supplemental increases of \$750.00 to their base wages. On January 3, 1982, said employees Trasferini and Howe shall receive additional supplemental increases of \$750.00 to their base wages.

Further, on January 2, 1983, employees Frasnelli and Rich, base wages as of 12/31/82, will receive additional supplemental increases in such amounts as may be necessary to adjust their base wages to equal the maximum base wages paid to firefighters hereunder.

The specific wages for employees hereunder for the calendar years 1981 and 1982 shall be provided in "Schedule A" attached hereto and made a part hereof. All wages shall be authorized by an appropriate ordinance to be adopted by the City. The wages outlined in accordance with "Schedule A" attached hereto shall be the wages paid to all employees employed as of the date of the signing of this Agreement, and whose names appear on said "Schedule A," notwithstanding the implementation by the City of a salary guide as provided for in Paragraph B hereunder.

B. The salary guide for employees employed after the date of the execution of this Contract shall be in effect as provided for in "Schedule B" attached hereto and made a part hereof. The minimum and

maximum salaries provided for in said guide shall be authorized by appropriate ordinance to be adopted by the City. It is agreed that this salary guide shall apply to all new employees hired after the execution of this Agreement and shall be in effect for the term of this Agreement only, terminating with the termination date of the Contract. It is further understood that the implementation of the guide is not a representation by the City as to the wages to be paid beyond the termination date of the Contract to an employee presently employed or hereafter employed during the term of this Agreement. It is clearly understood between the parties that the salary guide terminates as of the date of the termination date of this Contract, and no employees should rely upon the salary guide beyond the date of termination of this Contract.

C. This Contract is for a term of three (3) years, and therefore shall continue in full force and effect until December 31, 1983. Base wages, however, have only been agreed upon for the initial two years of the Contract's term, particularly until December 31, 1982. The parties do therefore agree to meet and negotiate regarding base wages to be paid to employees during the calendar year 1983. These negotiations for 1983 rates of pay shall commence on or before November 1, 1982. Negotiations shall concern only the base wages of employees, no other terms and conditions of employment whatsoever shall be subject to discussion or negotiation.

ARTICLE ELEVEN

PAY PERIOD

Section 1. All salary and wages of individual employees shall be paid on a two-week basis and shall be paid to the member on every other Friday of the month, unless that day be a holiday, and then payment is to be made on the day preceding the holiday.

Section 2. Pay receipts for employces shall be itemized as follows:

- (a) base pay;
- (b) holiday pay.

Same shall be explained in the deduction code attached to the employee's paycheck.

ARTICLE TWELVE

VACATIONS

Section 1. All employees hereunder shall receive the following annual leave for vacation purposes with pay in and for each calendar year, except as otherwise herein provided: Up to one (1) year of service, one tour of duty for each three months of service, said employee must earn a tour of duty before it can be taken; after one (1) year of service and up to the completion of five (5) years of service, six (6) tours of duty; after five (5) years of service and up to the completion of twelve (12) years of service, eight (8) tours of duty; after twelve (12) years of service and up to the completion of twenty (20) years of service, ten (10) tours of duty; after twenty (20) years of service eleven (11) tours of duty.

Section 2. Where in any calendar year the vacation or any part thereof is not granted and taken by reason of pressure of the Fire Department's business as determined and approved by the Director of the Fire Department or his designee, such vacation periods or parts thereof not granted shall accumulate and shall be granted and may be taken during the next succeeding calendar year only.

Section 3. An employee's rate of vacation pay shall be based on the employee's regular base rate of pay.

Section 4. All vacations shall be granted, so far as practicable, in accordance with the desires of the employees. All vacation schedules must be submitted thirty (30) days before an anticipated vacation. All vacations requested less than thirty (30) days prior will be granted if convenient to the Department. All vacation requests submitted prior to March 31st will be granted on a first come/first serve basis. Vacation requests submitted after March 31st shall be granted on the basis of seniority. The number of prior vacation requests for the dates will determine if your dates will be granted. No vacation time will be granted for the last two (2) weeks in December.

Section 5. Vacation pay will be granted to employees terminating their employment. The number of vacation days to be granted will be the proportional number as accrued during the year of termination. In the event an employee's termination from employment is caused by his death, then in such event, the accrued and unused vacation pay as aforesaid shall be payable to the employee's estate. In the event an employee dies or otherwise terminates employment and has used a greater

number of vacation days than have accrued to his benefit during the year of his death or termination of employment, then in such event, the employee's final pay will be reduced by the overused vacation taken. All vacation accrues in proportion to the number of completed months worked by each employee in any calendar year.

Section 6. An employee who commences employment during the first fifteen (15) days of a month shall be credited with having worked a full month for the purposes of vacation computation. An employee who commences employment on the sixteenth (16) day of the month or thereafter shall not be credited with working said month for the purpose of vacation computation.

#### ARTICLE THIRTEEN

##### HOLIDAY PAY

Section 1. Each employee shall receive fourteen (14) paid holidays per year. The holiday pay shall be computed at straight time hourly rate of pay by rank, based upon a ten (10) hour day. Holiday payments shall be made in the last pay period in June and the first pay period in December of each year. Effective January 1, 1982, holiday pay shall be computed at the straight time hourly rate of pay by rank, based upon an eleven (11) hour day. Effective July 1, 1983, holiday pay shall be computed at the straight time hourly rate of pay by rank, based upon a twelve (12) hour day.

Section 2. Holiday pay will be granted to employees terminating their employment. The amount of holiday pay to be granted will be the

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proportional amount accrued during the year of termination. In the event an employee's termination from employment is caused by his death, the accrued holiday pay as aforesaid shall be payable to the employee's estate. In the event an employee dies or otherwise terminates employment and has a greater amount of holiday pay than have accrued to his benefit during the year of his death or termination of employment, then in such event, the employee's final pay will be reduced by the overpaid holiday pay. All holiday pay accrues in proportion to the number of completed months worked by each employee in any calendar year.

Section 3. An employee who commences employment during the first fifteen (15) days of a month shall be credited with having worked a full month for the purposes of holiday pay computation. An employee who commences employment on the sixteenth (16) day of the month or thereafter shall not be credited with working said month for the purpose of holiday day computation.

#### ARTICLE FOURTEEN

##### EDUCATION AND TRAINING INCENTIVES

Advanced training and education achievement are considered an important factor in the professional development of the firefighter. Achievement in these areas may be considered in the way of special assignments and shall be acknowledged by special salary increments based on the following scale:

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Each employee shall be paid an increment of \$12.50 per credit upon completion of an approved accredited fire science course or other college courses which shall be approved by the Business Administrator prior to being taken and which may be taken after the employee has completed an Associate's Program in Fire Science up to a maximum of ninety-four (94) credits. The employee must submit a certificate of successful completion before any payment of the credit increment. Education increments shall be incorporated in the employee's salary by the City on or about the 1st day of January and the 1st day of July for approved credits earned since the previous incorporation of an earned increment.

#### ARTICLE FIFTEEN

#### TRAVEL ALLOWANCES

Section 1: Per Diem Meal and Lodging Expenses. The City agrees to reimburse, on a per diem basis, as established by the rules and regulations of the Business Administrator, employees who are eligible for travel expenses, for their actual and necessary expenses incurred while in travel status in the performance of their official duties, for hotel lodging, meals and incidental expenses related thereto, for a full day at rates not to exceed a total of \$65.00 per day. Eligibility for travel expenses and the determination of "travel status" shall be made by the Business Administrator and prior written approval of the Business Administrator shall be required prior to incurring of said expenses.

Section 2: Mileage Allowance. The City agrees to provide, subject to rules and regulations of the Business Administrator, maximum mileage allowance rate for the use of personal vehicles for those persons eligible for such allowance in connection with official travel. Effective January 1, 1981, the maximum mileage allowance rate will be seventeen (17¢) cents per mile or as otherwise modified or adjusted by the Business Administrator.

#### ARTICLE SIXTEEN

##### COURT TIME

Any employee who is required to appear during the off-duty hours in a municipal, county, grand jury, superior or other court, including any administrative proceeding shall be paid the sum of \$10.00.

It is specifically agreed and understood that overtime as defined in ARTICLE TWENTY-ONE does not include Court Time. Furthermore, it is specifically agreed and understood that said payment of \$10.00 is in lieu of any compensatory time as well as overtime.

#### ARTICLE SEVENTEEN

##### SICK LEAVE

###### A. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.

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2. Sick leave for purposes herein is defined to mean absence from duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee.

3. If an employee is incapacitated and unable to work because of an injury sustained in the performance of his duties, as evidenced by a Certificate of a City-designated physician or other doctor acceptable to the City, he shall be granted in addition to his annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of three hundred sixty-five (365) calendar days or so much thereof as may be required, as evidenced by Certificate of a City-designated or accepted physician, but not longer than a period of which worker's compensation payments are allowed.

If at the end of such three hundred sixty-five (365) calendar day period the employee is unable to return to duty, a Certificate from the City-designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he or she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that the combined compensation payments and sick leave allowance will approximate the employee's regular basic wage or salary payment.

During the period in which the full salary or wages of any employee on disability leave is paid by the City of Vineland, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the City of Vineland by the insurance carrier or the employee.

Whenever the City-designated physician or physician acceptable to the City shall report in writing that the employee is fit for duty, such disability leave shall terminate and such employee shall forthwith report for duty.

Furthermore, if an employee, during the period of his disability is fit to perform "other" light duties, the City may, at its discretion, allow or require such employee to perform these light duties. The employee's ability to perform such light duties shall be determined by a City-designated physician or other physician acceptable to the City.

4. Any employee on injury leave resulting from injury while on duty shall continue to accrue sick leave credits while he remains on the payroll.

B. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) tour of duty per three months during the remainder of the first calendar year of employment after initial appointment; and seven and one-half (7 1/2) tours of duty in every calendar year thereafter, said tours accruing, as earned, at the rate of one and eight hundred seventy-five hundredths (1.875) tours of duty per each three months of employment.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, his Shift Commander shall be notified prior to the employee's starting time.

(a) Failure to so notify his Shift Commander may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for two (2) consecutive tours of duty shall constitute a resignation not in good standing.

D. 4: Verification of Sick Leave.

1. An employee who shall be absent on sick leave for two (2) or more consecutive tours of duty or totaling more than three (3) tours of duty in one calendar year, may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the City.

Furthermore, the City may require such an employee to be examined by a City-designated physician at the expense of the City.

2. In case of a leave of absence due to exposure to contagious disease, a Certificate from the Department of Health shall be required prior to the employee's return to work.

3. The City may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

#### ARTICLE EIGHTEEN

##### FUNERAL LEAVE

The City will provide employees with special leave with pay in the event of the death in the employee's immediate family. The funeral leave will be absence from one (1) tour of duty. The employee's immediate family is considered to be spouse, father, mother, grandfather, grandmother, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandchildren.

In order to take special funeral leave, the employee must request such leave from the Director of the Fire Department.

#### ARTICLE NINETEEN

##### PERSONAL LEAVE TOUR OF DUTY

Section 1. The City grants one (1) Personal Leave Tour of Duty to each employee. Said personal leave tour of duty shall be granted by the City upon three (3) calendar days prior written request of the employee, which request shall be in the form of a letter directed to

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the Director of the Fire Department or his designee, with a copy to the immediate supervisor. Such request shall be granted, at the discretion of the Director or his designee, so long as his employee's absence can be permitted without interference with the proper conduct of the Department. The Personal Leave Tour of Duty shall not accumulate.

## ARTICLE TWENTY

### LEAVE OF ABSENCE AND MILITARY LEAVE

#### A. Leave of Absence.

Section 1. Any employee desiring leave without pay for personal reasons shall make a request in writing to the Director of the Fire Department not less than two (2) weeks in advance of the date for which such leave is desired, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the City.

Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

#### B. Military Leave.

Leave shall be granted to employees to fulfill the special military requirements of regular annual active duty (Summer Camp or its equivalent) for training with any Reserve Unit of the Army, Navy, Marine Corps, Coast Guard, National Guard or Air Force. The employee shall be paid his regular pay during the period of this military training.



ARTICLE TWENTY-ONE

OVERTIME

Hours worked prior to commencement of a shift or hours worked at the close of a shift shall not be considered overtime.

Overtime is hours when men are called in for a specific duty assignment from an off-duty day or when required to work in excess of one (1) hour after the end of a regularly scheduled shift.

Payment for overtime hours shall be as follows:

- A. When men are called in for a specific duty assignment on an off-duty day, which assignment extends for less than a full tour of duty, payment for overtime shall be by way of compensatory time off on an hour-for-hour basis.
- B. When men are called in for a specific duty assignment on an off-duty day, which assignment extends to a full tour of duty, then payment for overtime hours shall be way of straight time pay on the basis of hour-for-hour and shall be computed retroactively to the commencement of the work period.
- C. When men are required to work in excess of one hour after the end of a regularly scheduled shift, payment for overtime hours shall be by way of compensatory time off on an hour-for-hour basis and shall be computed retroactively to the regular termination time of the shift, if in fact the work extends one hour at the end of a shift.

Overtime shall be offered, if practicable, as equally as possible to all employees, but in all instances at the discretion of the Director or his designee. A list of compensatory time entitlements which have accrued as a result of overtime shall be maintained by the

Director and shall be available for inspection by employees. No overtime shall be worked unless approved prior to being worked by the Director or his designee.

Effective July 1, 1983, all overtime worked after July 1, 1983 shall be paid in cash or compensatory time at the election of the employee. Overtime shall continue to be earned in accordance with the provisions of this Article and shall be computed in accordance with the employee's straight time rate of pay.

Compensatory time shall be granted in accordance with the written request of an employee to the Director so long as the employee's absence can be permitted without interference with the proper conduct of the Department.

#### ARTICLE TWENTY-TWO

##### ACTING ASSIGNMENTS

In the event a firefighter is assigned to act in a position of next higher rank for a full tour of duty, or for more than one (1) full tour of duty, he shall be paid at that position's base rate.

#### ARTICLE TWENTY-THREE

##### RETIREMENT

At retirement, the City agrees to pay each employee an amount equal to 50% of all accrued sick leave pay up to a maximum payment of \$12,000.00, computed in accordance with Ordinance No. 1005 of the City of Vineland.

ARTICLE TWENTY-FOUR

HEALTH BENEFITS

Section 1. The City agrees to provide each employee with health insurance as provided in the "New Jersey State Health Benefits Program" OR ITS EQUAL. This coverage shall be fully paid by the City for all employees and their families. The specific benefits presently being provided are New Jersey Blue Cross and Blue Shield coverage, Series 750; Rider "J;" major medical insurance, all as more specifically provided for and explained in the "New Jersey State Health Benefits Program.

Section 2. The City agrees to provide a Basic Prescription Coverage plan (\$1.00 Co-Pay) covering all employees hereunder and their eligible dependents.

Section 3. The City agrees to provide a Basic Dental Care Plan covering all employees hereunder and their eligible dependents.

ARTICLE TWENTY-FIVE

GRIEVANCES

Should any grievance arise with respect to the meaning, application or interpretation of the terms of this Agreement, such grievance shall be submitted to the following procedure:

Step 1: The employee shall submit his grievance in writing within four (4) calendar days after the occurrence of the grievance, in duplicate, to the Association Representative, who in turn shall

forthwith file one (1) one copy with the Shift Commander on whose shift such grievance arose, and said Association Representative shall forthwith attempt to settle the matter of the grievance with said Shift Commander. Failure to file his grievance in writing as aforesaid shall bar the employee from any right to proceed further with any grievance.

If the grievance is filed in writing as hereinabove provided, and the matter taken up between the Association Representative and the Shift Commander fails to produce an amicable settlement of the matter, the grievance shall then proceed to Step 2.

Step 2: If no adjustment has been reached at Step 1, then within five (5) days after Step 1, the Association Representative shall take the matter up with the Director of the Fire Department and every effort shall be made to reach a mutually satisfactory solution.

Step 3: If no solution can be reached, the Association Representative shall refer the matter to the Association President within five (5) days immediately following the disposition of the grievance at Step 2, who shall take the matter up with the Business Administrator in an endeavor to adjust it amicably.

Step 4: In the event the grievance is not resolved at Step 3, either party may refer the matter to impartial binding arbitration.

Any party wishing to remove a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employee and the employer. If the City and the employee cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Civil Service Commission of the State of New Jersey which might be pertinent, and render his award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and the Association. Any representative or officer of the Association required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Only the City or the Association may remove and present a grievance to arbitration.

ARTICLE TWENTY-SIX

EXTRACONTRACTUAL AGREEMENTS

The City agrees not to enter into any other agreement or contract with its employees covered by this Agreement, individually or collectively, which in any way would conflict with the terms and conditions set forth in this Agreement.

ARTICLE TWENTY-SEVEN

SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby, but shall be continued in full force and effect.

It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modifications or revisions of such clause or clauses.

ARTICLE TWENTY-EIGHT

UNIFORM MAINTENANCE ALLOWANCE

Effective January 1, 1981, the City agrees to pay to each employee the sum of \$100.00 per annum as a uniform maintenance allowance. Semi-annual payments of \$50.00 shall be made in the last pay period in June and the first pay period in December of each year. In the event an employee terminates employment with the City, the uniform allowance payment will be the proportional amount accrued during the year of termination. Employees agree to maintain their uniforms in good and clean condition.

ARTICLE TWENTY-NINE

TERM OF AGREEMENT

This Agreement shall be effective as of January 1, 1981, and the terms and provisions of this Agreement shall continue in full force and effect until December 31, 1983, subject only to the reopening by the parties to negotiate the rates of pay for employees for the year 1983. These negotiations for 1983 rates of pay shall commence on or before November 1, 1982.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers the day and year first above written.

CITY OF VINELAND

Attest:

By:

  
PATRICK R. FIORILLI, Mayor

Robert Bonato DEPUTY  
~~BOLGRES LOPERCOLO~~, City Clerk

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION, LOCAL 49

Attest:

By:

Roland Kanelle  
President

Herman Petway  
Secretary



SCHEDULE "A" - WAGES FOR COVERED EMPLOYEES

NAME	EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE
	1/4/81	6/28/81	1/3/82	7/4/82	1/1/83
	1981	1981	1982	1982	1983
Ciemancky, Carl	\$16,800	\$17,400	\$18,200	\$18,800	\$18,800
DeYoung, Edward	16,800	17,400	18,200	18,800	18,800
Drastal, Louis	16,800	17,400	18,200	18,800	18,800
Frasnelli, William	14,300	14,900	15,700	16,300	18,800
Hadsell, William	16,800	17,400	18,200	18,800	18,800
Howe, Wesley	15,300	16,650	18,200	18,800	18,800
Kandle, Roland	16,800	17,400	18,200	18,800	18,800
Kupsky, David	16,800	17,400	18,200	18,800	18,800
Martinelli, Ronald	16,800	17,400	18,200	18,800	18,800
Moir, Albert	16,800	17,400	18,200	18,800	18,800
Petway Jr., Herman	16,800	17,400	18,200	18,800	18,800
Rich, William	14,300	14,900	15,700	16,300	18,800
Smith, Robert	16,800	17,400	18,200	18,800	18,800
Souders Jr., Donald	16,800	17,400	18,200	18,800	18,800
Trasferini, Ugo	15,300	16,650	18,200	18,800	18,800

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SCHEDULE "B" - SALARY GUIDE

	<u>1981</u>	<u>1982</u>
Start	11,900	13,300
1/4	12,175	13,575
1/2	12,450	13,850
3/4	12,725	14,125
1 year	13,000	14,400
1/4	13,275	14,675
1/2	13,550	14,950
3/4	13,825	15,225
2 years	14,100	15,500
1/4	14,375	15,775
1/2	14,650	16,050
3/4	14,925	16,325
3 years	15,200	16,600
1/4	15,475	16,875
1/2	15,750	17,150
3/4	16,025	17,425
4 years	16,300	17,700
1/4	16,575	17,975
1/2	16,850	18,250
3/4	17,125	18,525
5 years	17,400	18,800

A RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY OF VINELAND AND THE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 49, FOR CALENDAR YEARS 1981, 1982 AND 1983 WITH WAGE REOPENER ONLY IN 1983.

WHEREAS, the City of Vineland recognized the Firemen's Mutual Benevolent Association, Local 49, as the sole and exclusive representative of certain employees in the Fire Department of the City of Vineland, for the purpose of collective bargaining negotiations concerning wages, salaries, and other terms and conditions of employment; and

WHEREAS, the represented employees are those employees in the following titles: All uniformed paid fire fighters (including employee classifications of Firemen - U.F.D. and Fire Fighters) employed by the City of Vineland but excluding all Captains and all Volunteer Fire Fighters, managerial executives, supervisors within the meaning of the Act, craft employees, clerical employees, professional employees, confidential employees, police, and all other employees; and

WHEREAS such collective bargaining negotiations have been undertaken; and

WHEREAS, said negotiations have been completed and agreement has been reached between the City of Vineland and the Firemen's Mutual Benevolent Association, Local 49, a copy of which agreement is attached hereto and made a part hereof, which agreement has been approved and ratified by the said Firemen's Mutual Benevolent Association.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland that said agreement, attached hereto and made a part hereof, be and the same is approved by the City of Vineland, with its effective date being retroactive to January 1, 1981, and the execution thereof for and on behalf of the City of Vineland be and it is hereby authorized and directed.

BE IT FURTHER RESOLVED, that the City of Vineland undertake to enact any such ordinance, rule or regulation which may be required in order to fully carry out the terms and conditions of the agreement herein approved.

Adopted: January 27, 1981

CARLO COSTANTINO

\_\_\_\_\_  
President of Council

cc

ATTEST:

DOLORES IOPERGOLO

\_\_\_\_\_  
City Clerk

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C E R T I F I C A T I O N

I, Dolores Lopergolo, City Clerk of the  
City of Vineland, Cumberland County, New Jersey, do hereby  
certify that the foregoing Resolution is a true and correct  
copy of a Resolution adopted by the Council of the City of  
Vineland at a meeting held on January 27, 1981  
at the City Hall, Vineland, New Jersey.

( S E A L )

Dolores Lopergolo  
City Clerk