

AGREEMENT

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

&

FIREFIGHTER'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL 249

An Employee Representative

January 1, 2022 through December 31, 2031

Changes are in **Bold**



Handwritten initials or signature

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This Agreement dated JANUARY 18, 2022 by and between the City of Vineland, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City" and the Firefighter's Mutual Benevolent Association, Local 249, Vineland, NJ, hereinafter referred to as the "FMBA-249".

Article 1 - Recognition

It is the intention of the parties that this Agreement be construed in harmony with New Jersey statutes, New Jersey Civil Service Commission (CSC) rules and regulations, City ordinances and Fire Department rules and regulations, but no City ordinance or Fire Department rule and regulation shall amend or alter any provision of this Agreement.

The City recognizes the FMBA-249 as the sole and exclusive representative of those certain employees of the Fire Department of the City 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 Certification Docket No. RO-90-166 by the New Jersey Public Employment Relations Commission (PERC) dated August 22, 1990, as authorized by the New Jersey Employer-Employee Relations Act of 1968, and as amended, as follows:

All paid fire officers employed by the City of Vineland, but excluding all non-supervisory firefighters, managerial executives (including Fire Chief and Deputy Fire Chief), confidential employees, police employees, professional employees and craft employees employed by the City of Vineland.

Article 2 - Tour of Duty

- §1. Tour of Duty. For the purpose of the articles of this Agreement, a tour of duty shall consist of a 24-hour period beginning at 7:30 a.m. and ending at 7:30 a.m. on the following day with 48 hours off between tours. The FMBA acknowledges that the City has a managerial prerogative to change the work schedule. **The City reserves the right to allow flex time based on the needs of the Fire Department for daytime fire officers. All flex time requests must be in writing by the Director of Fire, Fire Chief or their designee no later than seven calendar days before the time requested.**
- §2. Parties shall establish an 8 hour day / 40 hour tour of duty in addition to the current 24/48 tour. The 40 hour week shall not reduce current employee staffing levels. 40 hour tour shall normally be Monday - Friday for any 8 hour period between 7:30 am - 5:00 pm. The City reserves the right to adjust the 40 hour tour of duty as necessary based upon the needs of the department. The City further reserves the right to move officers between the 24/48 schedule and 40 hour schedule with 30 days notice based upon the needs and interests of the department. Any officer assigned to a 40 hour work week shall receive benefit time, such as vacation, personal and sick leave, at a rate proportional to 56 hour work week employees. The conversion rate for 40 hour employees shall be 40 divided by 56 equals .7143.
- §3. **The City shall have the right to establish alternative daytime shift schedules other than the current 40-hour work week, not to exceed 50 hours in a work week by rank, then seniority. Employees assigned to the daytime shift shall not count toward minimum manning. Any employee assigned to an alternative daytime shift shall receive benefit time, such as vacation, personal and sick leave at a rate proportional to 56 hour work week employees. For example, the conversion rate for 50 hour employees shall be 50 divided by 56 equals .8928.**

§4. 7K Exemption. As required by law, the City adopted provisions of the Fair Labor Standards Act (FLSA) on September 27, 1985. And as such, elected to adopt the 7K exemption provision of the FLSA, specifically, the 159 hour - 21 day cycle overtime exemption, for all firefighters employed by the City.

Article 3 - Management Rights

- §1. It is recognized that the management of the City, the control of its properties, and the maintenance of order and efficiency, is a right and responsibility of the City. Accordingly, the City hereby retains and reserves unto itself, or through and by the Director of Fire, Fire Chief or **their** designee, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitutions of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights not inconsistent with the terms and conditions of this Agreement or aforesaid laws of the State of New Jersey or United States:
- a. the executive management and administrative control of the City and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;
 - b. the determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees subject to CSC regulations;
 - c. the reprimand, suspension, demotion or discharge of employees or other disciplinary action;
 - d. the transfer, assignment, reassignment, layoff or recall of employees to work, subject to CSC regulations;
 - e. the determination of the number of employees and of the duties to be performed, in accordance with applicable CSC regulations, and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;
 - f. the maintenance of the efficiency of its operations and employees as well as the establishment, creation, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification or title, department operation or service;
 - g. the determination of staffing patterns and areas worked, hours of operation, the control and regulation of the use of facilities, supplies, equipment, materials and other property of the City;
 - h. the determination of the number, location and operation of divisions, departments, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
 - i. the determination of the amount of overtime to be worked;
 - j. the determination of the methods, means and personnel by which its operations are to be conducted;
 - k. the determination of the content of work assignments;
 - l. the exercise of complete control and discretion over its organization and the technology of the performance of its work;
 - m. the making, maintenance and amendments of such operating rules as it may from time to time deem best for the purposes of maintaining order, safety or the effective and efficient operation of the work of the City; and
- §2. The City shall have the right at all times to enforce rules, regulations, policies or other statements of procedure not inconsistent with this Agreement, notwithstanding the act, whether active or passive, of the City in refraining from doing so at any time.



§3. The title of "Lieutenant" shall be abolished. However, the City may, in its sole and unilateral discretion, create or abolish the position of Lieutenant. The terms and conditions of this Agreement regarding Lieutenants shall only take effect if the City creates and fills the position of Lieutenant.

Article 4 - Maintenance of Standards

§1. Except as provided by legislative changes in the law 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 FMBA-249. This Agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights Article of this Agreement.

Article 5 - FMBA-249 Representatives, Members and Delegates Rights

§1. Authorized FMBA-249 representatives, whose names shall be filed in writing with the Director of Fire and/or Fire Chief shall be permitted by appointment to visit Fire Headquarters or the Office of the Director of Fire and/or Fire Chief for the purposes of processing grievances. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the Fire Chief or designee.

FMBA-249 representatives shall not interfere with the normal conduct of the work of the Fire Department. FMBA-249 representatives desiring an opportunity to discuss FMBA-249 matters shall schedule an appointment with the Business Administrator as required.

§2. The City shall grant the necessary time off with pay not to exceed 12 hours per occurrence to the duly elected state delegate or designated representative and state committee members to attend to regular scheduled monthly meetings or any special meeting of the State organization.

§3. Pursuant to N.J.S.A. 40A:14-177, the City shall grant a leave of absence with pay to the duly authorized FMBA-249 representatives to attend any state or national convention of such organization. A certificate of attendance to the State convention shall be submitted by 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 travel to and from the convention.

§4. Employees shall submit requests to attend the FMBA convention and scheduled monthly union meetings at least 30 days in advance. All other union leave requests shall be made as soon as the meeting/event date is set. In the event the convention or scheduled monthly meeting is changed due to an unforeseen circumstance, employees shall notify the Fire Chief as soon as possible of the revised date.

A Battalion Fire Chief and Captain on the same platoon may not be off at the same time for any scheduled leave, which shall be defined as vacation, personal, compensatory time or convention leave. Leave shall be granted by rank, then seniority.

Article 6 - Check-Off and Agency Shop

- §1. Pursuant to N.J.S.A. 52:14-15.9e, employees who are FMBA-249 members may authorize voluntarily and in writing to the proper disbursing officer of the City, to have customary dues deducted from their compensation and paid to the FMBA-249.
- §2. Pursuant to N.J.S.A. 34:13A-5.5, employees who choose not to be FMBA-249 members shall have deducted from their compensation a representation fee in lieu of dues up to 85% of regular membership dues, fees and assessments paid by FMBA-249 members for services rendered by the FMBA-249. Said deduction will commence as soon as practicable after the employee's 60th day of employment in a bargaining unit position. Said monies, together with records of any corrections, shall be transmitted to the FMBA-249 Office during the month following the monthly pay period in which deductions were made.
- §3. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the FMBA-249 and approved by the City during the month following the filing of such card with the City.
- §4. If during the life of this Agreement there shall be any change in the rate of membership dues, the FMBA-249 shall furnish to the City one month's written notice prior to the effective date of such change.
- §5. The FMBA-249 shall furnish the City with a copy of its "demand and return system" which must be established and maintained by the FMBA-249 in accordance with the law.
- §6. The FMBA-249 shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out or by reason of any action taken in making deductions and remitting the same to the FMBA-249 pursuant to this Article.
- §7. Any written authorization required herein may be withdrawn at any time by the filing of a notice of such withdrawal with the above-mentioned disbursing officer, and deduction authorization cannot again be effected for a period of three months.
- §8. FMBA-249 activities are to be conducted on employee's time only unless said matters are scheduled with appropriate City offices, i.e., grievances or if authorized by the Fire Chief.

Article 7 - Promotions and Promotional Benefits

Employees promoted into or out of this bargaining unit shall be subject to the proration of all earned and eligible benefit time up to the effective date of the promotion. From the effective date of the promotion forward, the employee will be governed by the then applicable bargaining unit agreement and shall be subject to the earned and eligible benefit time established in accordance with the applicable agreement for the balance of the fiscal period on a prorated basis.

All accumulated sick and compensatory time shall convert at 100% for a 24/48 employee who is **assigned** to a 40 hour work week.



Article 8 - Nondiscrimination

- §1. The provisions of this Agreement shall apply equally to all employees without discrimination as to race, creed, color, national origin, ancestry, age, sex, marital status, civil union status, familial status, religion, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, disability, liability for service in the United States Armed Forces or any other classification protected by Federal or State law.
- §2. The City shall not interfere with the rights of employees to become members of the FMBA-249. There shall be no discrimination, interference, restraint or coercion by the City or any City representative against any employee because of FMBA-249 membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or of this Agreement.
- §3. FMBA-249 recognizes its responsibility as bargaining agent and shall represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- §4. Employees shall retain all civil rights under New Jersey State and Federal Law.

Article 9 - Personnel Records

- §1. Each employee shall receive a copy of any reprimand placed in his/her personnel file and have the right to examine his/her file at any time convenient to the employee and the custodian of the file. Employees shall be given the opportunity to sign any document placed in employee's personnel file regarding promotions, disciplinary or other employment consideration, and the employee may write a response, which shall also be kept in the file.
- §2. Official personnel records of employees shall be maintained in the Personnel Office, Department of Administration. Any copies of personnel records maintained by the Fire Department must be kept in a locked cabinet at all times, which may be accessed by only the Director of Fire, Fire Chief or their designee.
- §3. The Director of Fire, Fire Chief or **their** designee shall forward to the Business Administrator for filing in the respective employee's personnel file, documentation of successful completion of certification requirements as set forth in the CSC job specification for said employee's current classification.

Article 10 - No-Strike Pledge

- §1. FMBA-249 covenants and agrees that during the term of this Agreement, neither the FMBA-249 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 employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. FMBA-249 agrees that such action would constitute a material breach of this Agreement.
- §2. 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 shall be deemed grounds for termination of

employment of such employee, subject however to the application of the grievance procedure stated in Article 26.

- §3. The FMBA-249 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.
- §4. Nothing contained in this Agreement shall be construed to limit or restrict the City's rights 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 FMBA-249 or its members.

Article 11 - Wages

- §1. **Wages for Battalion Fire Chiefs and Captains shall be as set forth in Exhibit "A" - Wage Schedule to become effective on January 1 of each year.**
- §2. **There shall be no retroactivity of wages increases for year 2022. The City will endeavor to process wage increases as quickly as possible.**
- §3. **In the event the National Bureau of Economic Research declares a recession in the United States, the parties shall meet to discuss this issue. Upon mutual agreement by both parties, the Agreement may be reopened to renegotiate wages.**

Article 12 - Pay Period

- §1. The City shall, in its discretion, pay employees weekly or biweekly on the applicable Friday, provided that weekly or bi-weekly pay is instituted for all City employees and 60 days' notice is given to employees. Should payday occur on a holiday, paychecks shall be issued on the day preceding the holiday.
- §2. All employees shall be enrolled in a Direct Deposit plan in accordance with procedures of the Comptroller's Office no later than 60 days after the effective date of this Agreement. After the Direct Deposit plan is implemented, paystubs may be issued on paper or paperless as determined by the Comptroller's Office provided that such program is implemented city-wide for all employees.
- §3. The City shall endeavor to provide as much information on the paychecks that employees desire within capabilities of the computerized payroll system. Pay receipts currently specify:
 - a. base pay.
 - b. overtime pay.
 - c. other payments, hours and entitlements.
 - d. accrued benefit time.
 - e. deductions.
 - f. year-to-date deductions.

Article 13 - Vacations

- §1. All employees shall receive the following annual vacation leave with pay for their continuous service with the City, except as otherwise provided:

- a. 10 hours for each month up to one year of service.
- b. 168 hours after one year and up to five years of service.
- c. 240 hours after five years and up to 12 years of service.
- d. 264 hours after 12 years and up to 20 years of service.
- e. 288 hours after 20 years of service.

Vacation leave may be taken in 12 hour increments.

A **Battalion Fire Chief** and **Captain** on the same platoon may not be off at the same time for any scheduled leave, which shall be defined as vacation, personal, compensatory time or convention leave. Leave shall be granted by rank, then seniority.

- §2. Where in any calendar year any vacation leave not granted and taken by reason of pressure of the Fire Department's business as determined and approved by the Fire Chief, Director of Fire or their designee, such vacation leave not granted shall accumulate and shall be granted and may be taken during the next succeeding calendar year only. Vacation leave may be carried forward but may not exceed 48 hours.
- §3. An employee's rate of vacation pay shall be based on the employee's regular base rate of pay.
- §4. Vacations shall be scheduled as desired by the employee, so far as practicable. Vacation requests for any time during the year and submitted between January 1 and last day of February shall be granted by rank, then seniority and thereafter on a first-come first-serve basis. All vacation requests for the entire year shall be submitted prior to June 1, except that employees may delay the submission of up to 24 hours until December 1. Vacation leave shall be submitted at least five days in advance. The **Director of Fire, Fire Chief or their designee** shall respond to a vacation request within three days of its receipt. An employee may cancel scheduled vacation leave prior to September 1 provided that the leave is rescheduled in accordance with the parameters outlined above. After September 1, leave may only be rescheduled in extenuating circumstances and must be rescheduled at the time of cancellation. Leave may be canceled at any time for an emergency reason as determined by the Director of Fire, Fire Chief or their designee. All rescheduling is contingent upon adequate staffing. An employee who is denied vacation leave shall have right of first refusal should said leave become available.

If the Director of Fire, Fire Chief or their designee are unavailable to respond to a vacation request within the time frame set forth in this section, any **Battalion Fire Chief** may respond to the request of another **Battalion Fire Chief** provided a **Captain** is on-duty for the period of the requested leave.

- §5. Vacation pay will be granted to employees terminating their employment. The amount of vacation leave to be granted will be the proportional amount as accrued during the year of termination. In the event an employee's termination from employment is caused by his/her death, then 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 tours than have accrued to his/her benefit during the year of death or termination of employment, then the employee or the employee's estate shall pay back to the City the amount owed for any overused vacation taken. All vacation accrues in proportion to the number of completed months worked by each employee in any calendar year.
- §6. An employee who commences employment during the first 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 day of the month or thereafter shall not be credited with working said month for the purpose of vacation computation.

Vacation leave shall be taken in the year earned. Employees have the responsibility to schedule and utilize vacation leave without continued accrual on the City payroll records.

An employee who terminates employment during the first 15 days of a month shall not be credited with having worked a full month for the purpose of vacation computation. An employee who terminates employment on the sixteenth day of the month or thereafter shall be credited with working said month for the purpose of vacation computation.

Article 14 - Holiday Pay

This benefit has been eliminated through negotiations.

Article 15 - Education and Training Incentives

§1. Advanced training and education achievement are considered important factors in the professional development of the employee. The base salaries in the wage schedule attached to this Agreement shall reflect the successful attainment of college credits.

Employees must submit a certificate of successful attainment of credits or degrees before any salary adjustments are made. Education increments shall be incorporated in the employee's salary by the City on or about the 1st day of February or the 1st day of July following the attainment of approved credits or degrees. Approved college credits or degrees hereunder are those earned under or toward an accredited fire science program.

§2. The City shall provide up to 48 hours annually of official time off from work to be taken in an initial four hour increment and then hour for hour, to attend fire related seminars and training courses which are considered relevant and approved by the Fire Chief. This shall not include any mandatory courses required by the City or any courses which the employee is required by law to maintain a license in the performance of his/her employment.

Employees shall submit to the Fire Chief a written request for educational leave three tours prior to the start of the seminar or training course. This request shall include the title of the seminar or training course. The Fire Chief shall approve or disapprove the request for educational leave on the employee's next tour of duty. The Fire Chief may deny educational leave when the platoon has insufficient manning. An approved request will not be rescinded by the Fire Chief unless there is justifiable cause.

The employee shall provide to the Fire Chief a copy of the training certificate or letter of attendance from the seminar or training course which the employee attended while on official paid leave time to attend said training.

The employee shall be responsible for all costs in attending the requested seminar or training course.

The Fire Chief may deny any requests for official time off when the platoon has insufficient manning. Once request has been approved, it is agreed that it will not be rescinded by the Fire Chief unless there is justifiable cause.

§3. Each employee shall be required to attend, on an off duty day, a minimum of two separate six hour live burn training sessions per year, for the purpose of mandatory training at a live burn training facility per

calendar year, in fulfillment of their annual live fire training requirement. Sessions shall be scheduled by the **Fire** Chief or designee at least 30 calendar days in advance. This shall not preclude live burn training from taking place during an employee's regular tour of duty. In addition, an employee may be required to submit acceptable medical evidence substantiating his/her illness from a physician acceptable to the City if he/she is absent for a scheduled live burn training. In the event of special extraordinary circumstances, the Director of Fire, **Fire** Chief or their designee shall grant an excused absence for an employee scheduled for live burn training.

40 hour employees will attend live burn training while on-duty and shall not be receive overtime for this training. In the event a 40 hour employee is required to attend live burn training while off-duty, then said employee will be compensated as other employees assigned to tours of duty as set forth below. Any employee assigned to a new alternative daytime shift schedule shall follow this provision as well.

For the off-duty live burn training, employees shall elect to receive either compensatory time at a regular rate of one and one half hours for every hour actually worked or their regular straight time hourly rate for all hours actually worked. In the event the hours worked during this training cause an employee to exceed 159 hours in a 21 day cycle, and the employee chose to receive straight time pay for the live burn training, the employee shall receive an additional half-time payment for all hours actually worked in excess of 159 during that period. Any payment for training while on duty shall be paid as regular on-duty pay for the employee.

Article 16 - Travel Allowances

- §1. The City shall reimburse employees for their necessary travel expenses incurred while on City business consistent with the Travel Policy of the Policy Manual. Employees are expected to work the length of a normal work day while traveling, and no overtime shall be worked unless authorized and pre-approved by the **Director of Fire**.
- §2. Employees shall be reimbursed mile for mile for the use of their personal vehicles while on City business at the prevailing IRS rate. A travel log shall be maintained by each employee and submitted no later than one month following said travel to the **Director of Fire** for reimbursement.

Article 17 - Court Time

- §1. Any off-duty employee required to appear in any court of competent jurisdiction, including New Jersey State Departmental Divisional hearings, on City business shall be compensated a minimum one and one-half hours at the overtime rate of pay portal to portal.
- §2. Employees shall not be eligible to collect both overtime and a witness fee, but shall elect which compensation to collect. Employees who elect to receive salary shall give their witness fee to the City.
- §3. An employee requested to appear in court by a third party or on non-City business shall not appear on City time nor receive any payment from the City.
- §4. The City reserves the right to establish rules and regulations to comply with the FLSA as it applies to the monitoring of and compensation for hours worked as court time.

§5. Pursuant to City policy, employees shall be granted leave with pay for time required to attend jury duty that is scheduled during working hours. Any jury duty compensation by the State of New Jersey shall be turned over to the City.

Article 18 - Sick Leave

§1. Service Credit for Sick Leave. All employees shall be entitled to sick leave with pay as specified hereunder.

- a. 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/her position. Sick Leave may be used by employees who are unable to work because of:
 - i. Personal illness or injury.
 - ii. Exposure to contagious disease.
 - iii. Care, for a reasonable period of time of a seriously ill member of the employee's immediate family. "Immediate family" is defined by N.J.A.C. 4A: 1-1.3 as employee's spouse, civil union partner, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household. In addition, the City recognizes step-father and step-mother to be part of the immediate family or other near relative.
 - iv. Death in the employee's immediate family for a reasonable period of time.
- b. The FMBA shall actively discourage the abuse of sick leave by employees.
- c. The City, through the **Director of Fire**, Fire Chief or **their** designee, may adopt such sick leave and verification policies from time to time to control sick leave abuses as it may determine necessary. Patterns of absences may be considered abuse and shall include, but not be limited to, an employee being absent on the same day each year or excessive absences that extend non-working shifts or other leave time.
- d. Whenever an employee is disabled through injury or illness as a result of or arising from his/her employment as evidenced by a certificate of a City-designated physician or physician acceptable to the City, he/she shall be granted, in addition to annual sick leave with pay or any accumulation thereof, leave of absence with pay for a period of 365 calendar days or so much thereof as may be required, as evidenced by certificate of the City designated physician or physician acceptable to the City, but not longer than a period of which worker's compensation temporary disability payments are allowed.

If at the end of such 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/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, 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 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/her 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 or other physician acceptable to the City.

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

§2. Amount of Sick Leave. An employee commencing employment during the first 15 days of the month shall earn eight hours, and an employee commencing employment on or after the 16th day of the month shall earn four hours for said month. Thereafter, sick leave with pay shall accrue to any full-time employee on the basis of eight hours per month during the remainder of the first calendar year of employment, and 156 hours in every following calendar year, as long as the employee remains actively employed. If the employee terminates, the 156 hours shall be pro-rated at 13 hours for each full month on employment.

Any sick leave hours not used in any calendar year shall accumulate from year to year to the employee's credit.

Sick leave shall be taken in an initial three hour increment and then hour for hour. However, in the event the employee's sick leave will be less than three hours and will not cause overtime or cause the shift to drop below minimum manning, the employee may take sick leave in hour for hour increments. The employee must receive prior approval to take leave in less than an initial three hour increment.

§3. Reporting of Absence on Sick Leave. An employee who requests a sick leave absence shall notify the on-duty Shift Commander at least one hour prior to the employee's starting time and provide a telephone number, which shall not be a pager, and location where the employee can be reached. Failure of such notice may result in disciplinary action and denial of the requested sick leave use. The employee shall attempt to notify the on-duty Shift Commander directly. If the on-duty Shift Commander is unavailable due to being out of the station, notice shall be sufficient if provided on the on-duty Shift Commander's voice-mail. The employee shall state the general reason for sick leave use as enumerated in §1 of this Article and the expected duration of said use. Absence without notice for two consecutive tours of duty shall constitute a resignation not in good standing.

§4. Verification of Sick Leave. An employee who shall be absent on sick leave for two or more consecutive tours of duty or more than five times 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 employee to be examined by a City-designated physician at the expense of the City.

- a. In case of a leave of absence due to exposure to contagious disease, a Certificate from a city designated physician or physician acceptable to the City shall be required.
- b. The City may require an employee who has been absent because of personal illness, as a condition of his/her 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/her normal duties and that his/her return will not jeopardize the health of other employees.

- §5. Any employee not using any sick leave in a given calendar year may be paid for one tour of duty. If employee elects to take this option, said tour shall be deducted from employee's total number of sick tours.
- §6. Employees on injury or disability leave shall be prohibited from working another job which could exacerbate or perpetuate the condition for which said leave was taken.

Article 19 - Funeral Leave

Revise Article to read:

- §1. An employee who is notified while on-duty of a family member's death as listed in this section shall be excused with pay for the whole or remainder of his or her tour of duty or work shift. Such excused time shall be in addition to funeral leave described in this section and shall not be charged to any other accrued leave time.
- a. A maximum of 48 hours in the event of the death of the employee's spouse, civil union spouse, domestic partner, son, daughter, mother, father, step-mother, step-father and step-child (**a maximum of five calendar days for a daytime employee**).
 - b. A maximum of 24 hours in the event of the death of the employee's grandfather, grandmother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandparents of the spouse, step family members and other relatives residing in employee's household (**a maximum of three calendar days for a daytime employee**).
- §2. To be eligible for funeral leave, the employee must attend the funeral services. At the discretion of the employee, funeral leave shall be contiguous and consecutive to either the date of death or the date of the funeral services, whether the tours or work shifts are working or off-duty days between tours. Funeral leave requests shall be subject to the approval of the Director of Fire, Fire Chief **or their designee**, which shall not be unreasonably denied.
- §3. If the funeral service is held over a distance greater than a 350-mile radius from the City, then such funeral leave will be extended by 24 hours (**one day for a daytime employee**). This is conditioned upon the employee actually traveling to the funeral from Vineland.
- §4. Extraordinary circumstances, such as multiple deaths, shall be dealt with by the Director of Fire, Fire Chief **or their designee**.

Article 20 - Personal Leave

- §1. Each employee shall receive 96 hours of personal leave annually. Said personal leave shall be granted with or without notice provided there is adequate staffing upon an employee's written request of the employee, which request shall be in a form directed to the Director of Fire, Fire Chief or their designee. Such request shall be granted, at the discretion of the Director of Fire, Fire Chief or their designee so long as the employee's absence can be permitted without interference with the proper conduct of the Department. Personal leave shall be taken in an initial four hour increment and then in increments of one hour. Each separate instance shall require an initial four hour increment.

- §2. Members of FMBA-249 and employees in their final year of service shall earn eight personal leave hours per month. An employee who enters the FMBA-249 during the first 15 days of a month shall receive a full month of work credit for the purpose of determining personal leave hours. An employee who enters the FMBA-249 after the 15th day of a month shall not accrue any personal leave for said month. An employee who terminates employment during the first 15 days of a month shall not accrue any personal leave for said month. An employee who terminates employment after the 15th day of a month shall receive a full month of work credit for the purpose of determining personal leave hours.
- §3. Personal leave shall not accumulate from year to year, nor shall it be paid out to employees upon separation of employment. In the event an employee dies or otherwise terminates employment and has used a greater number of personal leave hours than have accrued to his/her benefit during the year of death or termination of employment the value of the excess leave will be withheld from the last paycheck due the employee. If the deficiency exceeds the last paycheck, then the employee or the employee's estate shall pay back to the City the amount owed for any overused personal leave taken.

A **Battalion Fire Chief** and **Captain** on the same platoon may not be off at the same time for any scheduled leave, which shall be defined as vacation, personal, compensatory time or convention leave. Leave shall be granted by rank, then seniority.

Article 21 - Leave of Absence and Military Leave

- §1. **Leave of Absence.** Any employee desiring leave without pay for personal reasons shall make a request in writing to the Director of Fire, Fire Chief **or their designee** not less than two 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.

- §2. **Military Leave.** Military leave shall be administered in accordance with applicable law. In no event shall the City provide military leave benefits greater than required under applicable law. Specifically, in accordance with N.J.S.A. 38A:4-4, an employee shall be entitled to leave of absence from his or her respective duties without loss of pay or time on all days during which he or she shall be engaged in any period of State or Federal active duty; provided, however, that the leaves of absence for Federal active duty or active duty for training shall not exceed 90 work days in the aggregate in any calendar year. Any leave of absence for such duty in excess of 90 work days shall be without pay but without loss of time. Therefore, the City shall pay the difference between City pay and military pay to an employee up to a maximum of 90 working days in a calendar year. Any leave beyond 90 working days in a calendar year shall be without pay from the City.
- §3. **Family Leave.** Family leave shall be administered in accordance with applicable law. Employees taking FMLA leaves and/or NJFLA leaves will be required to use accrued sick leave, personal leave, vacation and all other administrative leave concurrent with the approved leave. Eligible employees must provide prior notice, if possible, to the Director of Fire, **Fire Chief or their designee**, if requesting a leave of absence under this Act. The City has a right to request that an employee provide a certification issued by a licensed health care provider in order to verify necessity of leave. Any qualifying condition shall be designated as leave pursuant to FMLA and/or NJFLA.



Eligible employees must provide prior notice to the Director of Fire, **Fire Chief** or **their** designee if requesting a leave of absence under these Acts. Management has a right to request that an employee provide a certification issued by a licensed health care provider in order to verify necessity of leave.

Article 22 - Overtime

§1. The overtime rate of pay is defined as one and one-half times the regular rate of pay.

When employees are called in for a specific duty assignment from an off-duty day or from between work shifts or when required to work after the end of a regularly scheduled shift, the overtime rate of pay shall be applied to said hours. This shall not apply to live burn training. In addition, when an employee is moved from their regular 24/48 hour schedule to an alternate work schedule for the purposes of training, no overtime shall be paid unless the employee actually works more than 40 hours in a week, including travel time.

No overtime shall be worked unless said overtime has been specifically authorized by the Fire Chief or designee prior to its being worked.

All full-time employees of the City must consider the City as their primary employer. As such, they must be available and able to perform all of the duties of their position as required by the City.

§2. Employees called in from an off-duty day or from between work shifts shall be paid a minimum of three hours at the overtime rate, unless the work continues into their regularly scheduled shift, in which case the minimum pay provision shall not apply. Overtime for call-ins begins when the employee arrives at Fire Headquarters or other location assigned by Fire Chief or designee. Overtime under this paragraph shall be considered “unscheduled overtime” and will qualify as such when the employee has less than three hours notice of the overtime.

§3. When an employee is scheduled to work pre-arranged overtime on their scheduled day off, the employee will receive a minimum of two hours pay at the applicable rate. Overtime under this paragraph shall be considered “scheduled overtime” and will qualify as such when the employee has three hours or more notice.

§4. Employees shall have the right of first refusal to work as Platoon Commander of another platoon when said platoon does not have a platoon officer on duty for more than two hours. The Fire Chief may reduce the two hour requirement based on the needs of the department.

§5. Compensatory time may be earned in lieu of overtime payments pursuant to the FLSA at the request of the employee. However, an employee balance of available compensatory time shall not exceed 156 hours at any time. Compensatory time shall be granted in accordance with the written request of an employee to the Director of Fire, Fire Chief or **their designee** so long as the employee’s absence can be permitted without interference with the proper conduct of the Department. If the Director of Fire, Fire Chief or **their designee** are unavailable to respond to a compensatory time request, a **Battalion Fire Chief** may respond to the request of **another Battalion Fire Chief** provided a **Captain** is on-duty for the period of the requested leave.

Employee may carry over up to 156 compensatory time hours to the next calendar year. However, all compensatory time shall be taken prior to the employee’s retirement. In the event the employee is approaching retirement and has a compensatory time balance, the City may direct the employee to take the compensatory time on a date and time chosen by the City.



§6. Any officer that works overtime on Easter Day, Thanksgiving Day or Christmas Day shall be compensated at twice their normal rate of pay. This includes any hours worked outside the covered holiday where the majority of the hours worked included time on the holiday.

Article 23 - Acting Assignments

A **Battalion Fire Chief** assigned by the **Fire Chief** or designee to act in a position of higher rank shall be paid a stipend of \$50 per day provided that a minimum of four hours is worked in the acting position.

Article 24 - Retirement

- §1. Employees retiring either on the regular pension or disability shall be paid for all earned vacation and compensatory time.
- §2. In case of death of an active employee, the employee's beneficiary or estate shall be paid for all earned vacation and compensatory time. In addition, 50% of all earned sick leave up to a maximum of \$15,000 shall be paid upon the death of an active employee in one lump sum no later than one month after the final adoption of the City budget for the year succeeding the date of death.
- §3. Upon an employee's retirement, the City shall pay each employee 50% of all earned sick leave up to a maximum of \$15,000.
- §4. This supplemental payment shall be computed by multiplying one-half (½) of the employee's earned sick leave hours by the employee's hourly rate of pay. The hourly rate of pay shall be based upon the average of the employee's final 12 months of base salary.
- §5. Payment shall be made promptly if funds are available, but no later than one month after the final adoption of the budget of the City for the year succeeding the effective date of retirement of the employee.

Article 25 - Health Benefits

- §1. The City shall pay the premiums for all health, prescription and dental insurances set forth in this Article except for any employee contribution or co-pay set forth herein or required by New Jersey law.
- §2. The City shall provide, as the base plan, the State Health Benefits **Program (SHBP)**, New Jersey Horizon Direct 15/25 plan. In the event the employee chooses a plan with a higher premium, the employee shall pay the difference in the premium between the NJ Direct 15/25 plan and the plan selected. No reimbursements or compensation will be paid in the event an employee chooses a plan with a lower premium than the NJ Direct 15/25 plan. The City retains the unilateral right to select the insurance carrier or to be self-insured for the provision of any health benefits, so long as the overall level of benefits or administrative procedures is substantially similar to the plans and coverages provided from time to time under the current plan.



§3. The City shall provide a generic prescription plan for employees and their eligible family members. A federally approved generic equivalent, if available, will be dispensed for name brand unless an employee's physician specifically requires name brand. An employee who receives name brand when generic is available shall pay the cost difference between the name brand and generic, except if the attending physician specifies no substitute for name brand. This cost will not be applied to the employee's deductible. The co-pays are as follows:

<u>Name brand, including mail-order</u>	<u>Generic, including mail-order</u>
\$25.00	\$15.00

- §4. An employee who retires with at least 25 years of creditable service in the New Jersey Police and Firemen's Retirement System or Public Employees Retirement System shall receive the same prescription coverage as active employees, which may change from time to time, until said employee:
- a. Obtains employment having prescription coverage comparable to active employees. However, retired employees may re-enroll in the City prescription program given to active employees should said employment cease; or
 - b. Becomes eligible for a federal or state subsidized prescription program, such as Medicare.
 - c. **Receives prescription coverage as a retiree through the SHBP.**

It is the retired employee's responsibility to notify the City's Personnel Office upon the occurrence of any event as described in this section above.

- §5. Employees and their eligible dependents shall receive a basic dental care plan and choose from among a customary Delta 50/50 Dental Plan, Delta-Flagship Health Systems, Inc. or Delta Preferred Provider Option, or their successors.
- §6. Employees on approved Leave of Absence, pursuant to regulations of the SHBP, are responsible for payment of said health benefits premiums in accordance with the applicable regulations and City Policy.
- §7. The City retains the right to select the insurance carrier or to be self-insured for the provision of any health benefits. Any change in insurance provider that is not substantially similar to the level of benefits or administrative procedures from those currently in place will be subject to negotiation.
- §8. The City offers a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, whereby employees who receives health benefits from an entity other than the City may waive City provided health benefits and receive an incentive as follows:

	<u>Medical</u>	<u>Prescription</u>
Family Coverage Incentive:	\$1,500	\$1,000
Husband/Wife Coverage Incentive:	\$1,300	\$650
Parent/Child Coverage Incentive:	\$1,400	\$650
Single Coverage Incentive:	\$750	\$400

The waiver incentive shall be considered a supplemental pay and subject to a flat tax in accordance with IRS rules. The City's policy to allow employees to waive coverage and the amount of the incentive is not negotiable and is subject to change from time to time. The City also reserves the right to discontinue the waiver payment at any time. In addition, in the event spouses or civil union partners are both employed by the City, health insurance coverages provided herein, including but not limited to the

Prescription Plan, shall be afforded to only one designated spouse with the other spouse covered as a family member. Further, eligible children can only be covered by one participating subscriber. No waiver payment shall be paid to any employee whose spouse or civil union partner is also employed by the City and receives his/her health insurance from the City.

Employees who waive coverage under these provisions may immediately resume City provided health benefits if they lose their health benefits with the other entity.

§9. All employees shall pay a cost contribution for Health Insurance Plan coverages in accordance with P.L. 2011, Chapter 78, Pension and Health Benefit Reform Law adopted June 28, 2011. Payments shall be made by the way of withholdings from each employee's payroll checks. The City shall establish and adopt a Section 125 Plan so that said contribution would be 'pre-tax'. **Specifically, employees shall contribute a percentage of the premium as follows:**

Salary Range	Single	Member/Spouse/Partner & Parent/Child	Family
less than 20,000	4.50%	3.50%	3.00%
20,000-24,999.99	5.50%	3.50%	3.00%
25,000-29,999.99	7.50%	4.50%	4.00%
30,000-34,999.99	10.00%	6.00%	5.00%
35,000-39,999.99	11.00%	7.00%	6.00%
40,000-44,999.99	12.00%	8.00%	7.00%
45,000-49,999.99	14.00%	10.00%	9.00%
50,000-54,999.99	20.00%	15.00%	12.00%
55,000-59,999.99	23.00%	17.00%	14.00%
60,000-64,999.99	27.00%	21.00%	17.00%
65,000-69,999.99	29.00%	23.00%	19.00%
70,000-74,999.99	32.00%	26.00%	22.00%
75,000-79,999.99	33.00%	27.00%	23.00%
80,000-84,999.99	34.00%	28.00%	24.00%
85,000-89,999.99	34.00%	30.00%	26.00%
90,000-94,999.99	34.00%	30.00%	28.00%
95,000-99,999.99	35.00%	30.00%	29.00%
100,000-109,999.99	35.00%	35.00%	32.00%
110,000 and over	35.00%	35.00%	35.00%

Article 26 - Grievances

Any grievance arising with respect to the meaning, application or interpretation of Fire Department rules and regulations shall follow the procedure below to Step 3. Such noncontractual grievance shall not proceed to Step 4. Any grievance arising with respect to the meaning, application or interpretation of the terms of this Agreement shall be submitted as follows:

- Step 1: A grievance shall be submitted by the employee in writing within six calendar days after its occurrence, in triplicate, to the FMBA 249 representative, who shall forthwith file one copy with the Fire Chief and one copy with the Business Administrator. If the grievance is not filed in writing, the employee shall be barred from proceeding further with said grievance. If the grievance is filed in writing, the FMBA-249 representative and Fire Chief shall forthwith attempt to resolve the grievance. The Fire Chief will respond to the employee in writing within 10 calendar days or it shall be considered a denial of the grievance.
- Step 2: If no solution is reached at Step 1, the FMBA-249 representative shall take the matter up with the Director of Fire within five calendar days of the Step 1 answer in an endeavor to resolve the grievance. The Director of Fire will respond to the employee in writing within 15 calendar days or it shall be considered a denial of the grievance.
- Step 3: If no solution is reached at Step 2, the FMBA-249 representative shall refer the matter to the FMBA-249 President, who shall, take the matter up with the Business Administrator within five calendar days of the Step 2 answer in an endeavor to resolve the grievance. The Business Administrator or designee will respond to the employee in writing within 20 calendar days or it shall be considered a denial of the grievance.
- Step 4: At the conclusion of the Step 3 answer, the Association shall have 30 calendar days to submit the grievance to arbitration. If the Association does not submit the grievance to arbitration within 30 days, the grievance shall be considered resolved by the Step 3 answer, and arbitration shall be forfeited.

Only the FMBA-249 or City may submit a grievance to arbitration. Either party may request PERC to resolve the grievance through arbitration, and request that a list of arbitrators be furnished to the FMBA-249 and City. If the parties cannot arrive at a mutually satisfactory arbitrator within 30 working days after receipt of the list, PERC shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and applicable CSC rules and regulations, and render his/her award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and FMBA-249. Any FMBA-249 representative or employee 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.

Arbitration shall not be obtainable as a matter of right if the grievance:

- a. involves the existence of alleged violation of any agreement other than the present Agreement between the parties;

- b. would require an arbitrator to rule on, consider or change the appropriate hourly, salary or incentive rate set forth in Article 10 - Wages, by which an employee shall be paid, or the method by which pay shall be determined;
- c. would require an arbitrator to consider, rule on or decide any of the following:
 - i. the elements of a job assignment;
 - ii. the level, title or other designation of an employee's job classification;
 - iii. the right of management to assign or reassign work;
 - iv. pertains in any way to the establishment or administration of insurance, pension, savings or other benefit plans in which employees are eligible to participate;
 - v. the right of management to determine and assign shift hours, except as limited by this Agreement;
 - vi. involves discipline or discharge of employees;
 - vii. involves violations of State laws and regulations.

Article 27 - Extracontractual Agreements

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

Employees sent for specialized training at the City's expense may be required to sign a letter of commitment to the program for at least three years. A trained employee who does not perform such specialization for at least three years shall repay the entire training costs to the City. Employees shall not be liable for repayment of cost if they provide a medical certification acceptable to the City that the employee is unable to perform such specialization. Employees may become familiar with a specialization in an observational role prior to formal training at the discretion of the Fire Chief.

Article 28 - 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 30 days of written notice by either party to the other to negotiate concerning the modification or revisions of such clause or clauses.

Article 29 - Uniform Maintenance Allowance

This benefit has been eliminated through negotiations.

Article 30 - Uniform Allowance

§1. The City shall inspect work uniforms once annually in November and replace damaged, obsolete or worn work uniforms as needed. Should an employee need to replace a damaged uniform item at any time throughout the year, the uniform item shall be returned to the City, and a stocked item shall be issued. Employees shall maintain their uniforms in a professional and clean condition.

Employees shall purchase their own T-shirts. The type of T-shirt shall be determined at the discretion of the Fire Chief.

§2. The City shall reimburse up to **\$120** per employee annually upon submission by employee of a paid receipt for safety toe shoes meeting ASTM-F2412 or ASTM-F2413 specifications.

§3. The City shall reimburse up to **\$1,000 per employee twice during the term of this 10-year Agreement** for the purchase of a leather helmet approved by the Director of Fire or Fire Chief.

§4. The Fire Department shall supply employees with prescription or non-prescription safety glasses as required. They shall be worn in accordance with safety manual stipulations and will not replace goggles where required. Employees wearing prescription glasses shall verify that their prescription lenses are of the safety type. Details of the prescription safety glass program are available. Safety glasses shall be provided as the prescription reads for lenses only.

§5. The City will provide one Class-A Uniform to each employee as required.

Article 31 - Safety

A Safety Committee composed of three City representatives and three FMBA-249 representatives shall meet at least once per year or at the request of either party. Said committee shall review safety conditions and make recommendation for their improvement. The City shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state and local laws. Failure by employees to abide by safety regulations will result in disciplinary action.

Article 32 - Meals

This benefit has been eliminated through negotiations.

Article 33 - Essential Personnel

The parties acknowledge and agree that members of this bargaining unit are essential personnel and, therefore, are expected to report to work and work their regularly schedule work hours even in the event that non-essential personnel are not required to report to work or are not required to work their regularly scheduled work hours for any reason including but not limited to a weather-related event or an unscheduled holiday declared by the Mayor. Therefore, employees of this bargaining unit shall receive no additional compensation or time off for reporting to work and working their regularly scheduled work hours on a day where non-essential personnel are not required to report to work or do not work their regularly scheduled work hours for any reason including, but not limited to, a weather-related event or an unscheduled holiday declared by the Mayor.

Article 34 - Light Duty

Any 24/48 hour employee injured on the job and thereafter assigned to light duty shall report on their assigned shift from 7:30 a.m. until 5:30 p.m. provided all work assigned to the employee for that shift is completed by 5:30 p.m. Light duty shall not be available for employees who suffer a non-work-related injury.

Any employee on an alternate/daytime schedule who is injured on the job and thereafter assigned to light duty shall report for their normal duty.

Article 35 - Fair Labor Standards Act

The City complies with the FLSA and regulations promulgated thereunder. The City will take appropriate action to ensure such compliance consistent with this Agreement including, but not limited to:

- a. Election of the "7K" exemption for firefighters, 159 hours in a 21 day work cycle, for purposes of calculating overtime compensation payment requirements of the FLSA.
- b. Determination of "hours worked" in conformance with definitions of such hours as specified in the FLSA. More specifically, "hours worked" as defined in the FLSA do not include meal time, vacation time, holiday time, personal time or any other time not engaged in the "performance of Fire Department duties".
- c. Establishing procedures to monitor and control hours worked and overtime.
- d. The crediting of any payments made pursuant to this Agreement allowed by the FLSA against any overtime obligation incurred under the FLSA.
- e. Establishing such rules and regulations as may be necessary to ensure compliance with the provisions of the FLSA.

Article 36 - Loyalty and Efficiency

Employees shall perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the City and its interests; that they will cooperate with the City in promoting and advancing the welfare and property of same at all times.

Handwritten initials 'MJ' inside a circle and a signature 'MJ' to the right.

Article 37 - Term of Agreement

This Agreement shall be effective **January 1, 2022** and shall continue in full force and effect until **December 31, 2031**.

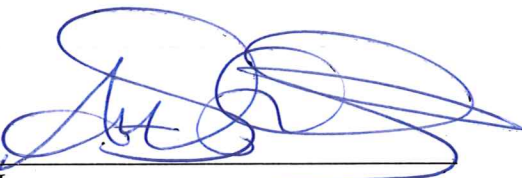
The parties agree that negotiations for a new collective bargaining agreement shall be conducted in accordance with PERC rules.

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

Firefighter's Mutual Benevolent Association
Local 249

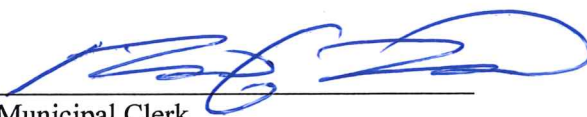
By:



Mayor



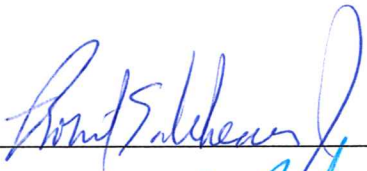
President





Municipal Clerk
Folk

Negotiating Committee:

Negotiating Committee:












Exhibit "A" - Wage Schedule

Battalion Fire Chief		2022	2023	2024	2025	2026
Step 1	0-1 Years:	\$120,875	\$123,764	\$126,771	\$130,333	\$133,604
Step 2	2-3 Years:	\$122,009	\$124,925	\$127,961	\$131,557	\$134,859
Step 3	4-5 Years:	\$123,143	\$126,086	\$129,150	\$132,779	\$136,112
Step 4	6+ Years:	\$124,843	\$127,827	\$130,933	\$134,612	\$137,991

Battalion Fire Chief		2027	2028	2029	2030	2031
Step 1	0-1 Years:	\$137,238	\$141,355	\$145,596	\$149,964	\$155,588
Step 2	2-3 Years:	\$138,527	\$142,683	\$146,963	\$151,372	\$157,048
Step 3	4-5 Years:	\$139,814	\$144,008	\$148,328	\$152,778	\$158,507
Step 4	6+ Years:	\$141,744	\$145,996	\$150,376	\$154,887	\$160,695

Years in grade shall mean years as **Battalion Fire Chief***. The grade multiplier shall be begin at zero years on January 1 of the year that the rank of **Battalion Fire Chief** is obtained. For example, for an employee who obtains the rank of **Battalion Fire Chief** on August 1, 2020, the Step 2 pay provision of the Grade Multiplier shall be applied on January 1 of the year that the second anniversary is reached as follows:

<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
0 years	1 year	2 years	3 years	4 years
Step 1	Step 1	Step 2	Step 2	Step 3

* For clarification, years in grade shall include those years that an existing **Battalion Fire Chief** acquired while serving as **Captain** prior to title change. Existing **Battalion Fire Chiefs** are **Francisco Saltar, John Hendershott, Michael Feaster, and Terrance McManus**.

Captain		2022	2023	2024	2025	2026
Step 1	0-1 Years:	\$102,035	\$104,474	\$107,013	\$110,020	\$112,782
Step 2	2-3 Years:	\$102,980	\$105,441	\$108,003	\$111,038	\$113,825
Step 3	4-5 Years:	\$103,926	\$106,410	\$108,996	\$112,059	\$114,872
Step 4	6+ Years:	\$105,344	\$107,862	\$110,483	\$113,588	\$116,439

Captain		2027	2028	2029	2030	2031
Step 1	0-1 Years:	\$115,850	\$119,326	\$122,906	\$126,593	\$131,340
Step 2	2-3 Years:	\$116,921	\$120,429	\$124,042	\$127,763	\$132,554
Step 3	4-5 Years:	\$117,997	\$121,537	\$125,183	\$128,938	\$133,773
Step 4	6+ Years:	\$119,606	\$123,194	\$126,890	\$130,697	\$135,598

Years in grade shall mean years as **Captain***. The grade multiplier shall be begin at zero years on January 1 of the year that the rank of **Captain** is obtained. For example, for an employee who obtains the rank of **Captain** on August 1, 2020, the Step 2 pay provision of the Grade Multiplier shall be applied on January 1 of the year that the second anniversary is reached as follows:

2020	2021	2022	2023	2024
0 years	1 year	2 years	3 years	4 years
Step 1	Step 1	Step 2	Step 2	Step 3

* For clarification, years in grade shall include those years that an existing Captain acquired while serving as Lieutenant prior to title change. Existing Captains are Paul Harvey, Robert Strain, Charles Nash, Kenneth DiChino and Carlos Mercado. However, once such a Captain is promoted to a Battalion Fire Chief, then years in grade shall only be for years served as Battalion Fire Chief.

A 25 step wage schedule based on approved accredited college credits earned shall be created. An employee with zero credits shall be placed on step 1. An employee with between one and five credits shall be placed on step 2, which shall have the value of five credits earned (\$62.50). An employee with between six and 10 credits shall be placed on step 3, which shall have the value of 10 credits earned (\$125.00). This formula shall be extrapolated up to step 25.

After all employees are initially placed on the wage schedule, movement from one step to another shall not occur until an employee has reached the five credit increment of the succeeding step. For example, an employee with 48 credits shall initially be placed on step 11. Should that employee earn additional credits for a total of 51, the employee shall remain on step 11, and may advance to step 12 upon earning at least 55 credits.

	Salary				
1. 0 credits		10. 45 credits	+\$562.50	18. 85 credits	+\$1,062.50
2. 5 credits	+\$62.50	11. 50 credits	+\$625.00	19. 90 credits	+\$1,125.00
3. 10 credits	+\$125.00	12. 55 credits	+\$687.50	20. 95 credits	+\$1,187.50
4. 15 credits	+\$187.50	13. 60 credits	+\$750.00	21. 100 credits	+\$1,250.00
5. 20 credits	+\$250.00	14. 65 credits	+\$812.50	22. 105 credits	+\$1,312.50
6. 25 credits	+\$312.50	15. 70 credits	+\$875.00	23. 110 credits	+\$1,375.00
7. 30 credits	+\$375.00	16. 75 credits	+\$937.50	24. 115 credits	+\$1,437.50
8. 35 credits	+\$437.50	17. 80 credits	+\$1,000.00	25. 120 credits	+\$1,500.00
9. 40 credits	+\$500.00				

