

**MEMORANDUM OF UNDERSTANDING**  
**FMBA LOCAL #234 (Lieutenants and Captains)**  
**January 1, 2019 through December 31, 2019**

AGREEMENT made this 19 day of June, 2020 by and between the City of Linden (hereinafter "City") and Firefighters Mutual Benevolent Association Fire Officers Local 234 (Captains and Lieutenants) (hereinafter "FMBA").

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

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

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

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

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

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

2. Duration. January 1, 2019 through December 31, 2019.

3. Salaries.

A. Effective January 1, 2019 and retroactive to that date, there shall be an across-the-board increase to each step on the Lieutenant and Captain Salary Guides as set forth below:

Lieutenants

	2018	2019
Upon promotion	\$108,000	\$110,300
1 year in Grade	\$111,000	\$113,300
2 Years in Grade	\$118,575	\$121,100

Captains

	2018	2019
Upon promotion	\$124,000	\$126,600
1 year in Grade	\$126,500	\$129,200
2 Years in Grade	\$131,835	\$134,600

B. Effective January 1, 2019, and retroactive to that date, all Fire Officers will receive an annual stipend of \$750 per employee added to base pay as part of the employee biweekly pay.

4. Senior Officer Pay. Effective January 1, 2019 and retroactive to that date, Senior Officer pay shall be as follows:

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

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

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

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

6. FMBA Meeting. The FMBA President shall be granted leave from duty without loss of regular straight time pay to attend all State, Regional and Local FMBA meetings even if the FMBA President's absence triggers the recall of another Fire Officer.

7. Vacations. Effective upon execution of this Memorandum of Understanding, Vacation may be used in individual operational periods at all times other than July 1 through August 31 and December 15 through December 31 provided the officer also uses either Time Coming, Personal Day, Holiday Time, Association business or Department business to be off an entire 24 hour period.
8. Overtime. Whenever overtime work is required, and there is no fire officer on the ladder truck, the first overtime call will be to fill the officer position with another officer.
9. Acting Officer Pay. Effective upon execution of this Memorandum of Understanding, acting officer pay for a Fire Lieutenant serving as an acting Fire Captain shall be increased to \$80 per operational period.
10. Temporary Active Duty. A fire officer injured at work and assigned to temporary active duty by the City will remain on the fire officer's regular work schedule for twelve (12) calendar days after the date of injury. If the officer remains on temporary active duty beyond the twelve (12) calendar days, the fire officer may be assigned temporarily to the day worker's schedule and compensated at that rate for the duration of the temporary assignment, at the discretion of the Fire Chief.
11. Grievance Procedure. Step 1 of the Grievance Procedure shall be modified to thirty (30) calendar days of the occurrence to file a grievance.
12. Promotions. Upon promotion to Fire Captain, the City agrees to reimburse up to \$250 for any uniform changes.
13. EMS Supervisor Stipend. Effective January 1, 2019, and retroactive to that date, the EMS Supervisor shall receive an annual stipend of \$5,950 as part of the employee biweekly pay for duties related to EMS supervision and reporting.
14. Sick Leave. Sick leave may be taken in one half-day increments in accordance with the City Personnel Policy.
15. Employee Sell Backs. All employee sell-backs, with the exclusion of vacation, sick and personal days, shall be based on the hourly rate of Total Yearly Salary.
- The calculation will be as follows for shift workers:
- $$\text{Total Yearly Salary} / 26 \text{ pay periods} / 84 \text{ hour pay period which equates to Total Yearly Salary} / 2184.$$
- The calculation will be as follows for day workers:
- $$\text{Total Yearly Salary} / 26 \text{ pay periods} / 80 \text{ hour pay period which equates to Total Yearly Salary} / 2080.$$
16. Fire Prevention Bureau and Training Division. Effective January 1, 2019 and retroactive to that date, upon assignment to the Fire Prevention Bureau or the

Training Division, a fire officer will receive additional compensation of 3% of base pay per year included in total salary. After 1 year, the fire officer shall receive 6% of base pay per year included in total salary.

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

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

CITY OF LINDEN

FIREFIGHTERS MUTUAL BENEVOLENT  
ASSOCIATION FIRE OFFICERS LOCAL  
234 (LIEUTENANTS AND CAPTAINS)

BY: *Neuk Amateau*

BY: *Richard Cassidy*

DATED: 8/5/2020

DATED: 6/19/2020