

AGREEMENT

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

&

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL 249

An Employee Representative

Effective January 1, 2002 through December 31, 2005

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This Agreement, dated **April 1, 2002**, 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 249, Vineland, NJ, hereinafter referred to as the “Association”.

Article 1 - Purpose

This Agreement is entered into to promote and insure 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 and its employees and the City.

Article 2 - Recognition

It is the intention of the parties that this Agreement be construed in harmony with New Jersey statutes, **New Jersey Department of Personnel (NJDOP)** 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 Association 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 the Certification Docket No. RO-90-166 by the State of New Jersey, Public Employment Relations Commission 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, confidential employees, police employees, professional employees and craft employees employed by the City of Vineland.

Article 3 - Tour of Duty and Management Rights

- §1. Tour of Duty. For the purpose of the articles of this contract, 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.
- §2. Management Rights. All of the authority, rights and responsibilities possessed by the City are retained by it. **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.**

Subject to the terms of this Agreement, it is the right of the City through and by the Director of the Fire Department and/or Fire Chief and any of their 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 service 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.

The City may suspend, discharge or demote an employee for sufficient and reasonable cause. All discipline is governed by **NJDOP**. Discipline of employees shall be administered by **NJDOP** as stated and in accordance with N.J.S.A. 40A:14-19.

The terms of this language shall be consistent with the Statute in the event of the Statute's amendment.

- §3. 7K Exemption of the Fair Labor Standards Act (FLSA). As required by law, the City adopted provisions of the **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 4 - Maintenance Standards

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

Article 5 - Association Representatives and Members and Delegates Rights

- §1. Authorized representatives of the Association, whose names shall be filed in writing with the Director of the Fire Department and/or Fire Chief shall be permitted by appointment to visit Fire Headquarters or the Office of the Director of the Fire Department 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, in his/her absence, his/her authorized representative.

The Association representative shall not interfere with the normal conduct of the work of the Fire Department.

Association representatives desiring an opportunity to discuss **Association** matters shall schedule an appointment with the Business Administrator as required.

- §2. The City agrees to grant the necessary time off with pay not to exceed twelve (12) hours 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 agrees to grant a leave of absence with pay to the duly authorized representatives of the Association 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.

Article 6 - Check-Off and Agency Shop

- §1. Pursuant to N.J.S.A. 52:14-15.9e, employees covered by this Agreement, who are Association 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 Association.
- §2. Pursuant to N.J.S.A. 34:13A-5.5, employees covered by this Agreement, who choose not to be Association 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 Association members for services rendered by the Association. 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 Association 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 Association 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 **Association** shall furnish to the City one month's written notice prior to the effective date of such change.
- §5. The Association agrees to furnish the City with a copy of its "demand and return system" which must be established and maintained by the **Association** in accordance with the law.
- §6. The Association 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 **Association** 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 (3) months.
- §8. **Association** 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 - Nondiscrimination and Personnel Records

- §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.
- §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.
- §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.
- §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.
- §5. Personnel Records. 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.**
- §6. **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.**
- §7. Medical records are covered by the Federal Confidentiality Act and can be released pursuant to City Policy. City policy is cited for reference only. It is understood that City policy is not negotiable.
- §8. The Director of Fire, Fire Chief or 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 **NJDOP** job specification for said employee's current classification.

Article 8 - No-Strike Pledge

- §1. 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 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.
- §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 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 25.
- §3. 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.
- §4. Nothing contained in this Agreement shall be construed to limit or restrict the City in its 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 Association or its members.

Article 9 - Wages

Wages will be paid in accordance with Exhibit "A" - Wage Schedule.

Article 10 - Pay Period

- §1. Employees shall be paid their salaries and wages on a weekly basis every Friday, unless that day be a holiday, in which case the payment shall be made on the day preceding the holiday. Pay will be distributed at company headquarters at or before 7:30 a.m. on Fridays. In the event of an emergency, the City will advise the Association of the emergency for the purpose of reaching a solution.**

§2. The City shall endeavor to provide as much information on the paychecks that the employees desire within the 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.

Article 11 - 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 and pay plan benefits 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 contract and shall be subject to the earned and eligible benefit time and pay plan benefits established in accordance with the applicable contract 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 promoted to a 40 hour work week employee.

Article 12 - Vacations

§1. All employees shall receive the following annual vacation leave with pay in and for each calendar year, except as otherwise herein provided:

- a. Up to one year of service, **30 hours of vacation leave** for each three months of service, said employee must earn **vacation leave** before it can be taken.
- b. After one year of service and up to the completion of five years of service, **168 hours of vacation leave.**
- c. After five years of service and up to the completion of 12 years of service, **216 hours of vacation leave.**
- d. After 12 years of service and up to the completion of 20 years of service, **264 hours of vacation leave.**
- e. After 20 years of service, **and up to the completion of 30 years of service, 288 hours of vacation leave.**
- f. **After 30 years of service, 312 hours of vacation leave.**

Vacation **leave** may be **taken in** twelve (12) hour **increments**.

- §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 Director of the Fire Department and/or Fire Chief 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. All vacations shall be granted, so far as practicable, in accordance with the desires of the employees. All vacation requests 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. Vacation **leave** shall be granted in order of seniority in time in grade of **employees** covered under this Agreement from January 1 to the last day of March. From April 1 to December 31, vacation requests shall be granted on a first come-first serve basis. Scheduled vacation can be revised and rescheduled by the employee provided there is no conflict with **another employee's** scheduled vacation or with the demands of the Fire Department. All vacation requests made by the employee shall be responded to by the Fire Chief or designee and returned to the employee within five (5) working days.
- §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'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.
- §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 (16th) day of the month or thereafter shall not be credited with working said month for the purpose of vacation computation.

This **Agreement** is binding to both the City and the employees of the **Association**. This **Agreement** specifies vacation **leave** shall be taken in the year it is earned. Employees have the responsibility to schedule and utilize vacation **leave** without continued accrual on the payroll records of the City.

An employee who terminates employment during the first fifteen (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 (16th) day of the month or thereafter shall be credited with working said month for the purpose of vacation computation.

Article 13 - Holiday Pay

This benefit has been eliminated through negotiations.

Article 14 - 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 or degrees.

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 believes very strongly that training is of benefit to both the employee and the City. The City further acknowledges the commitment of both time and effort by the employee. Therefore, the City agrees to provide up to twenty-four (24) hours annually of official time off from work, **which may be taken in 12 hour increments**, 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.

The employee shall submit to the Fire Chief in writing the request for the official time off, forty-five (45) days prior to the start of the seminar or training course. This request shall include the title of the seminar or training course, the seminar or course content and the dates of the seminar or training course. The Fire Chief shall return the request within ten (10) days after receiving it from the employee stating his/her approval or disapproval for the official time off.

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.

Article 15 - Travel Allowances

- §1. The City agrees to 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 Department Head. Should the Travel Policy adopted on January 1, 2002 be revised, the benefits granted by it shall not be diminished.**
- §2. Employees will be reimbursed mile for mile for the use of their personal vehicles while on City business at the prevailing IRS rate. A monthly travel log shall be maintained by each employee and submitted no later than 10 days the following month to his or her Department Director for reimbursement.**

Article 16 - Court Time

- §1. Any employee required to appear during non-working hours in any court of competent jurisdiction including New Jersey State Department Divisional hearings, on City related business as directed by the Fire Chief or designee shall be compensated for such hours at the applicable rate portal to portal.
- §2. It is acknowledged that the provisions of the FLSA apply to the City. The City reserves the right to establish rules and regulations concerning the monitoring of and compensation for hours worked as court time in order to comply with such regulations and to comply with FLSA generally.
- §3. If **an employee** is requested to appear in court by a third party, he/she will not receive any payment from the City, and no time payment will be credited under FLSA.

Article 17 - 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, 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. 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 three hundred sixty-five (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 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/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.

- c. 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 (8) hours, and an employee commencing employment on or after the 16th day of the month shall earn four (4) hours for said month. Thereafter, sick leave with pay shall accrue to any full-time employee on the basis of eight (8) hours per month during the remainder of the first calendar year of employment, and 180 hours in every following calendar year, as long as the employee remains actively employed. If the employee terminates, the 180 hours shall be pro-rated at 15 hours for each full month on employment.

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.

§3. Reporting of Absence on Sick Leave. If an employee is absent for reasons that entitle him/her to sick leave, the Fire Chief or designee shall be notified one-half (½) hour prior to the employee’s starting time.

- a. Failure to so notify the Fire Chief or designee 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.

§4. Verification of Sick Leave. 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 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. The City will pay upon the death of an active employee an amount equal to fifty (50) percent of all accrued and unused sick leave pay up to a maximum of \$15,000.00 to the employee's beneficiary or estate.
- §6. Payment shall be made promptly if funds are available, but not later than one month after the final adoption of the budget of the City for the year succeeding the effective date of death of employee.
- §7. Any on-duty employee not using any sick leave in a given calendar year shall be paid **24 hours of sick leave** and said **hours** shall be deducted from employee's total number of sick **hours**.

Article 18 - Funeral Leave

Employees shall be granted special leave with pay entitled "Funeral Leave" as follows:

1. In the event that **an employee** is on a shift and is notified of the death of a family member as referenced in numbers 2 and 3 below, he/she will be excused the remainder of his/her tour of duty. Said time is not to be included in the scheduled time off as stated below.
2. A maximum of **48 hours of funeral leave** in the event of the death of the employee's spouse, son, daughter, mother, father, step-mother, step-father and step-child.
3. A maximum of **24 hours of funeral leave** 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.

Conditions Applicable:

Funeral Leave shall terminate the day of interment. Employees will return to work the day following interment. In no case will an employee extend the above maximum time allocation with the following exception:

If the funeral services for the deceased relative is held over a distance greater than a 350-mile radius from the City, then such funeral leave will be extended by **24 hours**. This is conditioned upon actually traveling to the funeral from Vineland.

All of the above is conditioned upon attendance at the funeral.

Request for any and all funeral leave shall be subject to the approval of the Director of the Fire Department and/or Fire Chief; such approval shall not be unreasonably denied.

Extraordinary circumstances, such as multiple deaths, shall be dealt with by the Director of the Fire Department and/or the Fire Chief.

Article 19 - Personal Leave

§1. **Each employee shall receive 72 hours of personal leave annually.** Said personal leave shall be granted by the City upon three (3) calendar days prior written request of the employee, which request shall be in a form directed to the Director of the Fire Department and/or Fire Chief or their designee. Such request shall be granted, at the discretion of the Director and/or Fire Chief or designee so long as his/her employee's absence can be permitted without interference with the proper conduct of the Department. Personal leave shall not accumulate. In the event of special extraordinary circumstances, the Director of the Fire Department and/or Fire Chief or their designee, may waive the three (3) calendar day notice provision of this Article. Personal leave may be taken in **four (4)** hour increments.

§2. Personal leave for new employees will be administered in the following manner:

- a. Anyone on the payroll between January 1 and April 30 will earn **24** hours.
- b. Continued employment May 1 through August 31, an additional **24** hours.
- c. **Continued employment** September 1 through December 31, an additional **24** hours.

For a new employee to be eligible for a **24** hour period, said employee must be employed for at least one (1) calendar month. Notwithstanding the above, any personal leave allowed but not earned under the four month criteria will be deducted from the employee's final pay check.

Article 20 - 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 the Fire Department and or Fire Chief 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.

§2. Military Leave. Leave shall be granted to employees to fulfill the special military requirements of regular annual active duty 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/her regular pay during the period of this military training.

The existing Federal and State statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any employee in this bargaining unit.

§4. **Family Leave.** Pursuant to the Family and Medical Leave Act of 1993 (FMLA), employees who have **been employed for at least 12 months and worked for a minimum of 1,250 hours**, are eligible to receive an unpaid leave of absence for a period not to exceed 12 weeks **during** a 12 month period. Leave may be taken only for the following reasons:

- a. Employee's own serious health condition.
- b. The birth or adoption of a child.
- c. **To care for a child, spouse or parent with a serious health condition.**

Eligible employees must provide prior notice to the Department Head if requesting a leave of absence under this Act. 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 21 - 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.

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, when called in for a specific duty assignment from an off-duty day or from between work shifts, shall be entitled to be paid a minimum of three (3) hours at the overtime rate of pay.

§3. When an employee is scheduled to work pre-arranged overtime on their scheduled day off, the employee will receive a minimum of two (2) hours pay at the applicable rate.

§4. Overtime shall be paid in cash or compensatory time at the election of the employee within the limits allowed by the **FLSA** as to cumulative compensatory time. Compensatory Time shall be granted in accordance with the written request of an employee to the Director and/or Chief so long as the employee's absence can be permitted without interference with the proper conduct of the Department.

Compensatory time shall be utilized within the calendar year earned and can only be carried over to the next succeeding year with the approval of the Director and **Appointing Authority**.

Article 22 - Acting Assignments

In the event **an employee** is assigned to act in a position of next higher rank, he/she shall be paid at that position's lowest rate of the salary ordinance in effect or an additional 5% of his/her existing rate, whichever is higher, hour for hour for the total time in that position.

Article 23 - Retirement

§1. Employees retiring either on the regular pension or disability shall be paid for all accumulated vacation, personal and compensatory time.

§2. In case of death of an employee, his/her widow, beneficiary or estate shall be paid for all **accumulated** vacation, personal and compensatory time.

§3. At retirement, the City agrees to pay each employee an amount equal to 50% of all accrued sick leave pay up to a maximum amount of \$15,000.

§4. This supplemental compensation payment shall be computed at the rate of one-half (½) accumulated unused sick **hours multiplied by** the eligible employee's daily rate of pay which is based upon the average annual base compensation received during the last year of his/her employment, prior to the effective date of his/her retirement, provided however, that no such lump sum supplemental compensation payment shall exceed \$15,000.

§5. Payment shall be made promptly if funds are available, but no later than one (1) month after the final adoption of the budget of the City for the year succeeding the effective date of retirement of the employee.

Article 24 - Health Benefits

§1. The City will continue to assume the full cost of health insurance for all employees who are currently enrolled in the traditional (Patriot X) plan or the HMO (Patriot V) plan and who have been employed with the City on or before January 1, 2002. This coverage shall be fully paid by the City for all employees and their families. Said employees would also be free to transfer from the Patriot V to the Patriot X plan at no additional cost to them. The benefits are more specifically provided for and explained in a brochure available to employees.

The City will continue to assume the full cost of health insurance for new hires (employees hired new to the City after January 1, 2002) who enroll in the HMO (Patriot V) plan. However, said new hires who elect to enroll in the traditional (Patriot X) plan at any point in time will be required to pay the difference between the Patriot V and Patriot X premiums.

§2. The City agrees to provide a Generic Prescription Program for all employees and their families in accordance with the following conditions:

- a. A Federally approved generic equivalent, if available, will be dispensed for the brand name unless your doctor specifically requires a brand name.
- b. If you receive a brand name drug when a generic drug is available, you will have to pay the difference in cost between the brand name and the generic, except if the attending physician requires/specifies no substitute for brand name. This cost will not be applied to your deductible. The co-pays **for the specified years** are as follows:

	<u>Brand Name</u>	<u>Generic</u>	<u>Mail Order</u>
2002:	\$ 5.00	\$3.00	\$3.00
2003:	\$ 7.00	\$3.00	\$3.00
2004:	\$10.00	\$5.00	\$5.00
2005:	\$10.00	\$5.00	\$5.00

Upon an employee's retirement (after he/she has had 25 years of creditable service in the Police and Firemen's Retirement System) he/she shall be entitled to receive all of the then Generic Prescription Program as described in **this** section, provided by the City at the expense of the City for the shorter of the following periods:

- a. When said retired employee obtains employment having comparable Prescription Coverage as described in **this** section. However, employees shall retain the right to re-enroll in the program of the City based on the program available at the time.
- b. When the retired employee becomes eligible for a federal or state subsidized prescription/pharmaceutical program.

- §3. The City also agrees to provide a **basic dental care plan** for all employees and their families. **The selection of plans are a** customary fee 50/50 Dental Plan, Delta-Flagship Health Systems, Inc., Delta Preferred Provider Option (PPO) and **Eastern Dental or its successors**.
- §4. The City agrees to pay the cost of all above health benefit coverages for the term of this Agreement.
- §5. Employees on approved Leave of Absence, pursuant to regulations of the State Health Benefit Program, are responsible for payment of said health benefits in accordance with the applicable regulations.
- §6. 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 impacts the level of benefits or administrative procedures from those currently in place will be subject to negotiation.

Article 25 - Grievances

Should any grievances arise with respect to the meaning, application or interpretation of the Rules and Regulations of the Fire Department, such grievance shall follow the grievance procedure below through the third step. Such noncontractual grievances will not proceed to Step 4.

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

Step 1: The employee shall submit his/her 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 Fire Chief, and said Association Representative shall forthwith attempt to settle the matter of the grievance with said Fire Chief. Failure to file his/her 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 Fire Chief fails to produce 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 Fire 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 to Step 3, who shall take the matter up with the Business Administrator in an endeavor to adjust it amicably.

Step 4: 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 to Step 4, the grievance will then proceed to arbitration.

Either 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 Association and the City. If the City and the Association 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 **applicable NJDOP** 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 the Association. Any representative or **employee** 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.

It is specifically understood and agreed that 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 9 - Wages, by which an employee shall be paid, or the method by which his/her 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 26 - 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 27 - 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 modification or revisions of such clause or clauses.

Article 28 - Uniform Maintenance Allowance

§1. **The City agrees to pay each employee a uniform maintenance allowance as follows:**

\$800 in 2002
\$750 in 2003
\$750 in 2004
\$800 in 2005

The City agrees to pay once annually said allowance in the first payroll period of the month of December. **If such employee works for less than one (1) full year, then such amount shall be pro-rated for the period assigned.** Employees agree to maintain the uniforms in good and clean condition.

§2. **Allowances are taxable in accordance with applicable law.**

§3. **Uniform Maintenance Allowance shall not apply to turn-out gear and safety equipment.**

Article 29 - Uniform Allowance

The City agrees to replace work uniforms once annually, on an as needed basis. Work uniforms shall be replaced by returning to the City the old work uniforms, since the Code has limitations with respect to cleaning and condition. Collecting the uniforms will preclude use of obsolete uniforms. (Annually refers to an approximate date on or about April 1). **The employee shall have the right to choose from either Tops Fire Wear or nomex fabric uniforms.**

The City shall reimburse employees a flat fee of:

\$75 in 2002

\$80 in 2003

\$85 in 2004

\$90 in 2005

per person upon submission by employee of a paid receipt for safety toe shoes meeting the required and specification in American National Standard for Personnel Protective footwear (ANSI Z41-1983). In lieu of the annual reimbursement, an employee shall be reimbursed up to \$225 for a one-time purchase of safety shoes or a leather helmet approved by the Fire Chief or Director during the term of this Agreement.

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.

The City will provide one (1) Class-A Uniform to each employee every five (5) years or as required. The next uniform will be supplied during the fiscal year 2005.

Article 30 - Safety

A Safety Committee composed of three (3) representatives from management and three (3) representatives from labor shall meet at least quarterly each year. The purpose of said committee shall be for reviewing safety conditions and making recommendations 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 31 - Fair Labor Standards Act

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

- a. Election of the “7K” exemption for firefighters, one-hundred fifty-nine (159) hours in a twenty-one (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 32 - Loyalty-Efficiency-No Discrimination

Employees agree that they will 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.

Article 33 - Meals

The City agrees to provide a meal for all employees called in for emergency overtime work. A meal will be provided every four hours of overtime worked during said emergency overtime but will not exceed three meals in a 24 hour period. If a meal is not provided, the City will provide a meal allowance in the amount of \$7.00 per meal reimbursed per standard voucher system within 30 days if the employee pays directly or uses the City meal ticket policy for which the vendor bills. The attachment of the registered receipt is required for either the voucher system or meal ticket policy.

Article 34 - Term of Agreement

This Agreement shall be effective **January 1, 2002** and shall continue in full force and effect until **December 31, 2005**.

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

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION, LOCAL 249

By:

Mayor

President

Municipal Clerk

Negotiating Committee:

Negotiating Committee:

Exhibit "A" - Wage Schedule

Wage Increase:

- 3.90% in 2002**
- 3.90% in 2003**
- 3.90% in 2004**
- 3.90% in 2005**

Grade Multiplier shall be calculated from January 1 of the year in which employee made grade as follows:

	2002	2003	2004	2005
0-1 Years - 0%	\$72,431	\$75,256	\$78,191	\$81,240
2-5 Years - 1%	\$73,155	\$76,008	\$78,972	\$82,052
6-8 Years - 2%	\$73,879	\$76,760	\$79,754	\$82,864
9+ Years - 3.5%	\$74,966	\$77,890	\$80,928	\$84,084

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.

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

0 to 1 Years in Grade					2 to 5 Years in Grade				
	2002	2003	2004	2005		2002	2003	2004	2005
1	72431.00	75256.00	78191.00	81240.00	1	73155.00	76008.00	78972.00	82052.00
2	72493.50	75318.50	78253.50	81302.50	2	73217.50	76070.50	79034.50	82114.50
3	72556.00	75381.00	78316.00	81365.00	3	73280.00	76133.00	79097.00	82177.00
4	72618.50	75443.50	78378.50	81427.50	4	73342.50	76195.50	79159.50	82239.50
5	72681.00	75506.00	78441.00	81490.00	5	73405.00	76258.00	79222.00	82302.00
6	72743.50	75568.50	78503.50	81552.50	6	73467.50	76320.50	79284.50	82364.50
7	72806.00	75631.00	78566.00	81615.00	7	73530.00	76383.00	79347.00	82427.00
8	72868.50	75693.50	78628.50	81677.50	8	73592.50	76445.50	79409.50	82489.50
9	72931.00	75756.00	78691.00	81740.00	9	73655.00	76508.00	79472.00	82552.00
10	72993.50	75818.50	78753.50	81802.50	10	73717.50	76570.50	79534.50	82614.50
11	73056.00	75881.00	78816.00	81865.00	11	73780.00	76633.00	79597.00	82677.00
12	73118.50	75943.50	78878.50	81927.50	12	73842.50	76695.50	79659.50	82739.50
13	73181.00	76006.00	78941.00	81990.00	13	73905.00	76758.00	79722.00	82802.00
14	73243.50	76068.50	79003.50	82052.50	14	73967.50	76820.50	79784.50	82864.50
15	73306.00	76131.00	79066.00	82115.00	15	74030.00	76883.00	79847.00	82927.00
16	73368.50	76193.50	79128.50	82177.50	16	74092.50	76945.50	79909.50	82989.50
17	73431.00	76256.00	79191.00	82240.00	17	74155.00	77008.00	79972.00	83052.00
18	73493.50	76318.50	79253.50	82302.50	18	74217.50	77070.50	80034.50	83114.50
19	73556.00	76381.00	79316.00	82365.00	19	74280.00	77133.00	80097.00	83177.00
20	73618.50	76443.50	79378.50	82427.50	20	74342.50	77195.50	80159.50	83239.50
21	73681.00	76506.00	79441.00	82490.00	21	74405.00	77258.00	80222.00	83302.00
22	73743.50	76568.50	79503.50	82552.50	22	74467.50	77320.50	80284.50	83364.50
23	73806.00	76631.00	79566.00	82615.00	23	74530.00	77383.00	80347.00	83427.00
24	73868.50	76693.50	79628.50	82677.50	24	74592.50	77445.50	80409.50	83489.50
25	73931.00	76756.00	79691.00	82740.00	25	74655.00	77508.00	80472.00	83552.00

6 to 8 Years in Grade					9+ Years in Grade				
	2002	2003	2004	2005		2002	2003	2004	2005
1	73879.00	76760.00	79754.00	82864.00	1	74966.00	77890.00	80928.00	84084.00
2	73941.50	76822.50	79816.50	82926.50	2	75028.50	77952.50	80990.50	84146.50
3	74004.00	76885.00	79879.00	82989.00	3	75091.00	78015.00	81053.00	84209.00
4	74066.50	76947.50	79941.50	83051.50	4	75153.50	78077.50	81115.50	84271.50
5	74129.00	77010.00	80004.00	83114.00	5	75216.00	78140.00	81178.00	84334.00
6	74191.50	77072.50	80066.50	83176.50	6	75278.50	78202.50	81240.50	84396.50
7	74254.00	77135.00	80129.00	83239.00	7	75341.00	78265.00	81303.00	84459.00
8	74316.50	77197.50	80191.50	83301.50	8	75403.50	78327.50	81365.50	84521.50
9	74379.00	77260.00	80254.00	83364.00	9	75466.00	78390.00	81428.00	84584.00
10	74441.50	77322.50	80316.50	83426.50	10	75528.50	78452.50	81490.50	84646.50
11	74504.00	77385.00	80379.00	83489.00	11	75591.00	78515.00	81553.00	84709.00
12	74566.50	77447.50	80441.50	83551.50	12	75653.50	78577.50	81615.50	84771.50
13	74629.00	77510.00	80504.00	83614.00	13	75716.00	78640.00	81678.00	84834.00
14	74691.50	77572.50	80566.50	83676.50	14	75778.50	78702.50	81740.50	84896.50
15	74754.00	77635.00	80629.00	83739.00	15	75841.00	78765.00	81803.00	84959.00
16	74816.50	77697.50	80691.50	83801.50	16	75903.50	78827.50	81865.50	85021.50
17	74879.00	77760.00	80754.00	83864.00	17	75966.00	78890.00	81928.00	85084.00
18	74941.50	77822.50	80816.50	83926.50	18	76028.50	78952.50	81990.50	85146.50
19	75004.00	77885.00	80879.00	83989.00	19	76091.00	79015.00	82053.00	85209.00
20	75066.50	77947.50	80941.50	84051.50	20	76153.50	79077.50	82115.50	85271.50
21	75129.00	78010.00	81004.00	84114.00	21	76216.00	79140.00	82178.00	85334.00
22	75191.50	78072.50	81066.50	84176.50	22	76278.50	79202.50	82240.50	85396.50
23	75254.00	78135.00	81129.00	84239.00	23	76341.00	79265.00	82303.00	85459.00
24	75316.50	78197.50	81191.50	84301.50	24	76403.50	79327.50	82365.50	85521.50
25	75379.00	78260.00	81254.00	84364.00	25	76466.00	79390.00	82428.00	85584.00