

AGREEMENT

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

&

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL 49

An Employee Representative

Effective January 1, 2005 through December 31, 2008

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This Agreement, dated **July 14, 2005**, by and between the City of Vineland, a municipal corporation of the State of New Jersey, hereinafter referred to as the “City” and the Firemen’s Mutual Benevolent Association, Local 49, Vineland, NJ, hereinafter referred to as the “Association”.

This Agreement is entered into pursuant to N.J.S.A. 34:13A to promote and ensure 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 1 - 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-78-110 by the New Jersey, Public Employment Relations Commission dated March 29, 1978, as authorized by the New Jersey Employer-Employee Relations Act of 1968, and as amended, as follows:

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

The duties of employees are described by **NJDOP** and other applicable State laws, rules and regulations.

Article 2 - Tour of Duty

§1. For purposes of this contract, a tour of duty shall consist of a 24-hour working period beginning at 7:30 am and ending at 7:30 am on the following day with 48 hours off between tours. Any employee hired after January 1, 2001, who increases the 21-employee staff, may not work a tour of duty, but instead work a 40 hour week. A minimum of 21 firefighter positions, including all UFD positions, shall be maintained on the 24 / 48 tour of duty. **This 21-employee staff may be reduced per capita by the number of lieutenant positions created and maintained. For example, if three platoon lieutenants are created, the 21-employee staff shall be reduced by three employees.** The FMBA acknowledges that the City has a managerial prerogative to change the work schedule.

The parties agree to establish an 8 hour day / 40 hour week tour of duty in addition to the current 24 / 48 tour of duty subject to the following provisions:

- a. Effective January 1, 2001 or any time thereafter, the parties mutually agree in writing to implement said schedule for new hires and current employees subject to bidding by seniority.
 1. The parties agree that the 40 hour week tour of duty shall not reduce the staffing levels of existing platoons.
 2. The 40 hour tour of duty shall be Monday through Friday for any 8 hour period between 7:30 am and 5:00 pm so long as the scheduled work period is established and set forth in writing once the City has determined the time period.
 3. The City shall establish new positions under the 40 hour work week tour of duty.
 4. Any vacant positions shall be offered to employees based on seniority. Transfers between tours of duty shall be on a voluntary basis only.
 5. New hires will replace vacant positions in the 24 / 48 tour of duty first and thereafter fill vacant positions in the 40 hour tour of duty.
- b. The Assistant Supervising Mechanic-UFD while on-duty shall not be used to determine minimum manning.
- c. The City agrees that any acting positions available shall be filled by employees currently on the tour of duty where the acting position occurs.
- d. Overtime during the regularly scheduled work week will be paid in accordance with the Fair Labor Standards Act (FLSA). Furthermore, for a 40 hour week employee, overtime will be paid for:
 1. hours worked beyond eight hours per day.
 2. hours worked on an unscheduled day of the work week.
- e. Overtime formula for all employees shall be the rate of the appropriate title set forth in Exhibit "A" divided by 2920 hours. That figure multiplied by one and one-half (1½)

shall equal the overtime rate. Where an employee is entitled to double time as outlined in Article 20 of the contract, the one and one-half (1½) shall become two.

- f. Leave time shall be converted to hours. All leave time except vacation time shall be taken in four hour increments. Vacation time shall be taken subject to one-half and full tour of duty increments.
- g. All accumulated sick and compensatory time shall convert at 100% for 24 / 48 employees choosing the 40 hour workweek.
- h. A minimum of three firefighters will be hired prior to implementation of the 40 hour workweek, except the City may transfer one existing firefighter to the 40 hour work week to serve as Assistant Supervising Mechanic-UFD.
- i. All 40 hour week employees shall be compensated \$1,500.00 per year less than 24 / 48 employees in the attached step guide. The salary for any employee hired prior to January 1, 2001 shall not be reduced by the \$1,500.00 if he/she successfully bids on a 40 hour week position.
- j. All 40 hour week employees shall be entitled to FMBA-49 membership as provided by law.

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 Fire Chief, Director of Fire or designees, 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 NJDOP regulations;**

- c. the reprimand, suspension, demotion or discharge of employees or other disciplinary action subject to NJDOP regulations. Discipline of employees in excess of 40 hours total is subject to a departmental hearing if requested by the employee;
- d. the transfer, assignment, reassignment, layoff or recall of employees to work, subject to NJDOP regulations;
- e. the determination of the number of employees and of the duties to be performed, in accordance with applicable NJDOP 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, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service subject to NJDOP regulations;
- 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.

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.

§2. 7K Exemption of the 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 provisions of the FLSA, specifically the 212 hour - 28 day cycle overtime exemption, for all firefighters employed by the City. The City hereby modifies the overtime exemption election previously adopted. As of the date of signature of the contract by both parties, the City shall adopt a 159 hour - 21 day cycle overtime exemption. The first 21 day cycle shall commence upon full completion of the 28 day cycle that the signature date is included. There shall be no retroactivity pertaining to the "modified" election.

FLSA time earned by the 7K / 159 hour cycle may be taken in pay or compensatory time subject to management approval. Any 24 / 48 tour employee eligible for additional

compensatory time pursuant to the FLSA as a result of the normal work schedule (½ time) may be eligible to take that compensation in compensatory time in lieu of pay with the approval of the Fire Chief.

Article 4 - Maintenance of Standards

- §1. With respect to matters 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 Association representatives, whose names shall be filed in writing with the Director of the Fire Department and/or Fire Chief shall be permitted based on approved scheduled appointments 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 Shift Commander or, in his/her absence, an authorized representative.

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

- §2. The City agrees to grant up to 12 hours off with pay to the duly elected state representative, state delegate or designated representative and state committee member to attend any monthly or special meeting of the state organization not to exceed two employees.
- §3. Pursuant to N.J.S.A. 40A:14-177, the City shall grant a leave of absence with pay to the duly authorized Association 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 time to 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, 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, 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 60 days 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 of 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 months.

Article 7 - Bulletin Boards

- §1. The City agrees to furnish suitable bulletin board space (approximately 24" x 36") in the dormitory of each **staffed** station to be used exclusively by the Association.
- §2. The Association agrees to limit its postings of notices and bulletins to such bulletin boards.

- §3. The Association agrees that it will not post material which may be profane, derogatory to any individual, or constitute public election campaign material. All bulletin notices shall be signed by the Association President or designee.
- §4. Any material which the City alleges to be in violation of this Agreement shall be promptly removed by the Association. The matter will then be subject to the grievance procedure for resolution.
- §5. Association Bulletin Boards shall be maintained in a neat and orderly fashion by the Association Representative.

Article 8 - Nondiscrimination and Personnel Records

- §1. **The City and the Association shall apply the provisions of this Agreement equally to all employees without discrimination as to race, creed, color, national origin, ancestry, age, sex, marital 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. 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 or adverse documentation that becomes part of an employee's permanent record placed in his/her personnel file and has the right to examine his/her file at any time convenient to the employee and the custodian of the file. Any letters, memorandums, actions, warnings or other documents regarding promotional, disciplinary or other employment consideration by the City shall be signed by the employee and a response may be written by the employee, 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 and 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 9 - 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 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 24.
- §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 10 - Wages

Salaries for employees for calendar years **2005 through 2008** shall be paid in accordance with Exhibit "A" - **Wage Schedule** attached hereto and made a part hereof. All salaries shall be authorized by an appropriate ordinance to be adopted by the City. The salaries set forth in

Exhibit "A" attached hereto are the salaries to be paid for calendar year **2005** effective the pay period beginning Sunday, **January 2, 2005**; salaries to be paid for calendar year **2006** effective the pay period beginning Sunday, **January 1, 2006**; salaries to be paid for calendar year **2007** effective the pay period beginning Sunday, **December 31, 2006**; and salaries paid for calendar year **2008** effective the pay period beginning Sunday, **December 30, 2007** to all employees.

Article 11 - Pay Period

- §1. The City shall, in its discretion, pay employees weekly or bi-weekly 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. 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.**

Should either the City or employee notice a discrepancy on the employee's paycheck, the party shall forthwith notify the other party by telephone and the discrepancy shall be corrected in the following pay period.

Article 12 - Vacations

- §1. All 24/48 employees shall receive the following annual vacation leave with pay, except as otherwise provided:**
- a. 10 hours per month up to one year of service.**
 - b. 168 hours after one year and up to five years of service.**
 - c. 216 hours after five years and up to 10 years of service.**
 - d. 240 hours after 10 years and up to 15 years of service.**
 - e. 264 hours after 15 years and up to 20 years of service.**
 - f. 288 hours after 20 years of service.**

No more than two 24/48 hour employees may be off at the same time for any scheduled leave, which shall be defined as vacation, personal or compensatory time. Additional employees may be approved for scheduled leave provided it does not create an overtime situation.

- §2. Where in any calendar year the vacation or any part thereof is not granted and taken by reason of pressure of the Fire Department's business as determined and approved by the Director of the Fire Department and/or Fire Chief of their designee, such vacation periods or parts thereof not granted shall accumulate and shall be granted and may be taken during the next succeeding calendar year only.
- §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 seniority. Vacation requests for any time during the year and submitted between March 1 and April 30 shall be granted on a first-come first-serve basis. All vacation requests for the entire year shall be submitted prior to May 1, except that employees above Wage-Step 7 may delay the submission of up to 72 hours and all other employees may delay the submission of up to 48 hours until August 31. Vacation leave desired prior to May 1 shall be submitted at least 10 days in advance. Approval shall be contingent upon adequate staffing. The Fire Chief or designee shall respond to a vacation request within 10 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 cancelled at any time for an emergency reason as determined by the Fire Chief and Fire Director or designee. All rescheduling is contingent upon adequate staffing. If an employee is denied vacation leave, said employee shall have first right of refusal should said leave become available.**
- §5. Vacation pay will be granted to employees terminating their employment. The number of vacation days to be granted will be the proportional number as accrued during the year of termination. In the event an employee's termination from employment is caused by his/her death, then in such event, the accrued and unused vacation pay as aforesaid shall be payable to the employee's estate. In the event an employee dies or otherwise terminates employment and has used a greater number of vacation days than have accrued to his/her benefit during the year of his/her death or termination of employment, then in such event, the employee's final pay will be reduced by the overused vacation taken. All vacation accrues in proportion to the number of completed months worked by each employee in any calendar year.
- §6. The above also applies to new employees, except that they may not use these earned days until the completion of 90 days employment with the City. In the event that special extraordinary circumstances exist, the employee may use earned and accrued days prior to the completion of said 90 day employment upon approval of the Division Head of designee.

Should an employee be unable to take time off because of the 90 day provision, said eligible time will be allowed to be carried over to the succeeding year.

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.

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 beyond the sixteenth day of the month or thereafter shall be credited with working said month for the purpose of vacation computation.

§7. The Association contract is binding to both the City and the employees of the bargaining unit. The Association contract specifies vacation allowance shall be taken in the year it is earned. Employees have the responsibility to schedule and utilize vacation days without continued accrual on the payroll records of the City.

§8. Vacation Leave for 40 hour week employees.

Eight hours per month up to one year of service.

96 hours after one year and up to six years of service.

120 hours after six years and up to 13 years of service.

160 hours after 13 years to 19 years of service.

200 hours after 19 years and up to 27 years of service.

240 hours after 27 years of service.

There may be no more than one 40 hour week employee on scheduled leave at the same time. Additional employees may be approved for scheduled leave provided it does not create an overtime situation.

Article 13 - Holiday Pay

This benefit has been eliminated through negotiations.

Article 14 - Education and Training Incentives

§1. Exhibit "A" shall include a schedule of the successful attainment of college credits, provided said college credits are those earned under an approved accredited fire science program or related courses. Employees must submit a certificate of successful

attainment of credits before any salary adjustment is made. Education increments shall be incorporated in the employee's salary on or about the 1st day of February or the 1st day of July following the attainment of approved credits.

§2. The City shall grant 48 hours annually of paid educational leave to be taken in four hour increments to attend fire related seminars, training courses and fire-related college course which are relevant and approved by the Fire Chief. This shall not include mandatory courses required by the City or courses which the employee is required by law to maintain a license in the performance of employment.

§3. 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 be responsible for all costs in attending the seminar or training course. Should the City cancel any educational leave, the City shall reimburse the employee for any course related expenses that cannot be refunded.

The employee shall provide the Fire Chief with a copy of the training certificate or letter of attendance from the seminar or training course which the employee attended while on educational leave.

Article 15 - 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 Department Head. Should the Travel Policy adopted on January 2, 2003 be revised, the benefits granted by it shall not be diminished.

§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 Department Head for reimbursement.

Article 16 - 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 17 - Sick Leave

- §1. Service Credit for Sick Leave. All employees shall be entitled to sick leave with pay 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:
 - 1. Personal illness or injury.
 - 2. Exposure to contagious disease.
 - 3. 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. This section includes care for a child unable to attend school or day care facility for medical reasons and no other person is available to care for employees child.
 - 4. 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 his/her 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.

- 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. Employees commencing employment during the first 15 days of the month shall earn eight hours, and employees commencing employment after the 15th day of the month shall earn four hours for said month. Thereafter, employees shall earn eight hours per month throughout the first calendar year of employment. In every following year, a 24/48 employee shall earn 180 hours annually, and a 40 hour week employee shall earn 120 hours annually, so long as actively employed. Sick leave shall be taken in 4 hour increments only. Any sick leave hours not used in any calendar year shall accumulate from year to year to the employee's credit.

§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 Section one 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. A 24 / 48 employee absent on sick leave for more than two 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.

A 40 hour week employee absent on sick leave for five or more consecutive days in one calendar year may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the City.

A 40 hour employee who has been absent on sick leave for periods totaling more than 15 days in one calendar year consisting of periods of less than five days shall have his/her sick leave record reviewed by the City and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six months. 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 certification 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 50% of all accrued and unused sick leave pay up to a maximum of \$15,000.00 to the employee's beneficiary or estate.

§6. Any on-duty employee not using any sick leave in a given calendar year may be paid for one tour of duty. If an employee elects to take this option, said tour shall be deducted from said employee's total number of sick tours.

Article 18 - Funeral Leave

§1. Employees shall be granted funeral leave as follows:

- a. An employee who is on shift and notified of the death of a family member referenced below will be excused the remainder of his/her tour of duty. Said time shall not be included in the scheduled time off as stated below.
- b. A maximum of two tours of duty in the event of the death of the employee's spouse, son, daughter, mother, father, step-mother, step-father and step-child.
- c. A maximum of one tour of duty 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.

§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 are working or off-duty days between tours. Funeral leave requests shall be subject to the approval of the Director of Fire or Fire Chief, 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 one tour of duty. This is conditioned upon actually traveling to the funeral from Vineland.

§4. If multiple deaths of family members covered by this Article occurs, an employee shall receive a total leave equal to the addition of all applicable deaths as described in this Article.

§5. If an employee is on funeral leave, and another family member dies, it shall be considered a separate incident, and the employee shall receive any leave granted by this Article in addition to the balance of funeral leave that employee is on when the second death occurs.

Article 19 - Personal Leave

§1. The City grants 72 hours of personal leave to each 24 / 48 employee and 24 hours to each 40 hour week employee annually. Said personal leave shall be granted **with or without notice provided there is adequate staffing upon an employee's** written request **on** the Fire Department form submitted to the Director of the Fire Department and/or Fire Chief or their designee, with a copy to the immediate supervisor. 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. Personal leave may be taken in four hour increments.

No more than two 24/48 hour employees may be off at the same time for any scheduled leave, which shall be defined as vacation, personal or compensatory time. Additional employees may be approved for scheduled leave provided it does not create an overtime situation.

§2. New employees and employees in their final year of service shall earn personal leave as follows:

Any 24/48 employee on the payroll shall earn six personal leave hours per month. Any 40 hour employee on the payroll shall earn two personal leave hours per month. A new employee must be employed for one calendar month to be eligible to use personal leave. Notwithstanding the above, any personal leave taken but not earned shall be deducted from the employee's final paycheck.

An employee who commences employment during the first 15 days of a month shall receive a full month of personal leave hours. An employee who commences employment after the fifteenth day of the 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 fifteenth day shall receive a full month of personal leave hours.

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 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.

§3. 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 state and federal regulations, 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. **Employees may be required to work overtime at the discretion of the City.**

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 it 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 they would receive call-in pay only for the period prior to the start of the regular shift. Overtime for call-ins begins when the employee reports at Fire Headquarters or other location assigned by Fire Chief or designee.**

§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.

§4. Compensatory time shall be earned in lieu of overtime payments pursuant to the FLSA at the request of an employee. The use of compensatory time shall be requested in writing by an employee to the Director of Fire, Fire Chief or their designee. The request shall be granted

so long as the employee's absence does not unduly disrupt the operations of the Department. Employees who have 144 or more compensatory time hours accumulated in any calendar year shall need the approval of the Director of Fire or Fire Chief to earn additional compensatory time in lieu of overtime payments.

Overtime shall be offered, if practicable, as equally as possible to all employees, but in all instances at the discretion of the Director and/or Fire Chief or their designee. It is the intention of the parties and the purpose of this provision to provide for as equal a division of overtime as possible within the department. Seniority shall be used when applicable. Assignment of overtime shall not be a rotation list, but a rotation list shall be maintained in order to assist the department in achieving an equalization of overtime hours if practicable.

No more than two 24/48 hour employees may be off at the same time for any scheduled leave, which shall be defined as vacation, personal or compensatory time. Additional employees may be approved for scheduled leave provided it does not create an overtime situation.

§5. Any 24/48 hour employee 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 hours worked included time on the holiday.

Article 22 - Acting Assignments

An employee assigned to act in the position of next higher rank shall be paid at that position's base rate hour for hour for the total time in that position provided that a minimum of 30 minutes is worked in the acting position.

Article 23 - Retirement

For purposes of this Article, retirement shall mean an approved pension documented by the New Jersey Division of Pensions & Benefits, Department of Treasury. Pensions can be in the form of service retirement, early retirement options, special retirement, veterans retirement, ordinary disability and accidental disability 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, there shall be paid to his/her widow, beneficiary or estate, the amount or amounts due for any and all unused vacation, personal, compensatory time coming and pay period due.
- §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 to be paid hereunder shall be computed at the rate of one-half (½) accumulated sick days times 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 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 shall assume the full cost of health insurance for all employees, and their eligible family members, 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, 2001. 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 shall assume the full cost of health insurance for new hires (employees hired new to the City after January 1, 2001), and their eligible family members, 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 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>
2005: \$10.00	2005: \$ 5.00
2006: \$10.00	2006: \$ 5.00
2007: \$15.00	2007: \$10.00
2008: \$20.00	2008: \$10.00

§3. An employee who retires with at least 25 years of creditable service in the New Jersey Police and Firemen’s 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.**

§4. The City shall provide a basic dental care plan for all employees and their eligible family members. The selection of plans are a customary 50/50 Dental Plan, Delta-Flagship Health Systems, Inc. and Eastern Dental or its successors.

§5. Employees on approved Leave of Absence, pursuant to regulations of the State Health Benefit Program, are responsible for payment of said health benefits premiums 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 is not substantially similar or better than the level of benefits or administrative procedures 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 and policies adopted thereby, 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: A grievance shall be submitted by the employee in writing within six calendar days after its occurrence, in duplicate, to the Association Representative, who shall forthwith file one copy with the Fire Chief. 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 Association 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 Association 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 Association Representative shall refer the matter to the Association 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:If no solution is reached at Step 3, the Association Representative shall refer the matter to the Association President within five calendar days of the Step 3 answer, who may submit the grievance to arbitration.

Only the Association 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 Association 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 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 Association 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.

Article 26 - Extracontractual Agreements

The City agrees not to enter into any other agreement or contract 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.

The City reserves the right to require employees hired after January 1, 2005 to obtain and maintain various certifications (i.e. Hazmat, EMT, etc.) as a condition of employment.

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 30 days of written notice by either party to the other to negotiate concerning the modifications or revisions of such clause or clauses.

Article 28 - Uniform Maintenance Allowance

This benefit has been eliminated through negotiations.

Article 29 - Uniform Allowance

§1. The City shall replace work uniforms once annually in November or sooner if needed. 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. The type of uniforms shall be determined by the City. Employees shall maintain their uniforms in a professional and clean condition.

§2. The City shall provide one Class-A Uniform to each employee every 10 years or as needed. New Class A uniforms were supplied during 2002.

§3. The City shall provide and maintain personal protective and safety equipment for employees.

§4. Employees shall receive prescription or non-prescription safety glasses as required. They shall be worn in accordance with safety manual stipulations and shall not replace goggles where required. Employees wearing prescription glasses shall verify that their prescription lenses are of the safety type. Safety glasses shall be provided as the prescription reads for lenses only.

§5. Safety shoe reimbursements have been eliminated through negotiations.

Article 30 - Safety

A Safety Committee composed of three City representatives and three Association 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.

Employees will not be required to perform non-emergency outdoor training in extreme weather represented by temperatures below zero degrees Fahrenheit or above 95 degrees Fahrenheit (i.e. wind chill, heat index), unless in the discretion of the Fire Chief said extreme weather is necessary for the type of training assigned.

Article 31 - Meals

This benefit has been eliminated through negotiations.

Article 32 - Term of Agreement

This Agreement shall be effective **January 1, 2005**, and the terms and provisions of this Agreement shall continue in full force and effect until **December 31, 2008**.

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 49

By:

Mayor

President

Municipal Clerk

Negotiating Committee:

Negotiating Committee:

Exhibit A - Wage Schedule

	2005	2006	2007	2008
Step 1	\$ 31,083	\$ 32,171	\$ 33,297	\$ 34,462
Step 2	\$ 33,293	\$ 34,458	\$ 35,664	\$ 36,912
Step 3	\$ 37,516	\$ 38,829	\$ 40,188	\$ 41,595
Step 4	\$ 39,604	\$ 40,990	\$ 42,425	\$ 43,910
Step 5	\$ 45,922	\$ 47,529	\$ 49,193	\$ 50,915
Step 6	\$ 49,592	\$ 51,328	\$ 53,124	\$ 54,983
Step 7	\$ 57,952	\$ 59,980	\$ 62,079	\$ 64,252
Step 8 (9 - 14 years)	\$ 60,113	\$ 62,217	\$ 64,395	\$ 66,649
Step 9 (14 - 19 years)	\$ 61,272	\$ 63,417	\$ 65,637	\$ 67,934
Step 10 (19 + years)	\$ 63,455	\$ 65,676	\$ 67,975	\$ 70,354

Movement to Steps 8, 9 and 10 shall occur on the first January following the anniversary date of the qualifying service.

A 22 step wage schedule based on approved accredited college credits earned shall be created. Employees hired prior to January 1, 2005 who are between steps shall initially be placed on next higher step. Employees hired after January 1, 2005 who are between steps shall initially be placed on the next lower step. An employee shall move from one step to another upon earning the required minimum credits for the succeeding step. For example, an employee hired prior to January 1, 2005 with 48 credits shall initially be placed on step 8. Should that employee earn additional credits for a total of 51, the employee shall remain on step 8 and may advance to step 9 upon earning at least 55 credits. An employee hired after January 1, 2005 with 48 credits shall initially be placed on step 7. Should that employee earn additional credits for a total of 51, the employee shall advance to step 8.

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

Exhibit B - Base Pay Adjustments

The Fire Director may allow up to two base-pay adjustments per employee in addition to bi-lingual pay. Base-pay adjustments shall be added to an employee's base pay for the period of time worked in said position. Once a base-pay adjustment has been made, it may only be disallowed after a meeting with the Business Administrator.

\$300 annual base-pay adjustments:

- Three Spanish/English bilingual firefighters contingent upon passing a bilingual NJDOP exam and are designated as such. The City reserves the right to increase the number of bilingual firefighters based on the needs of the Fire Department.

\$500 annual base-pay adjustments:

- A minimum of one Arson Investigator per platoon with a maximum of six for all platoons.
- A minimum of one Maintenance per platoon with a maximum of six for all platoons.
- A minimum of one Hazmat per platoon with a maximum of six for all platoons.
- One Training Officer.

\$750 annual base-pay adjustments:

- One Assistant Supervising Mechanic-UFD on a 40 hour week.
- One Quartermaster.