

AGREEMENT

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

&

FIREFIGHTER'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL 49

An Employee Representative

January 1, 2018 through December 31, 2021

Changes appear in **Bold**

MA

Article	Subject	Page
23	Acting Assignments	17
5	FMBA-49 Representatives, Members and Delegate's Rights	4
7	Bulletin Boards	5
6	Check-Off and Agency Shop	4
17	Court Time	11
15	Education and Training Incentives	10
33	Essential Personnel	22
-	Exhibit "A" - Wage Schedule	23
-	Exhibit "B" - Base Pay Adjustments	25
-	Exhibit "C" - Employee Wages	27
27	Extracontractual Agreements	21
19	Funeral Leave	14
26	Grievances	20
25	Health Benefits	18
14	Holiday Pay	10
21	Leave of Absence and Military Leave	15
34	Light Duty	22
4	Maintenance of Standards	3
3	Management Rights	2
32	Meals	22
8	Nondiscrimination	5
10	No-Strike Pledge	6
22	Overtime	16
12	Pay Period	7
20	Personal Leave	15
9	Personnel Records	6
1	Recognition	1
24	Retirement	18
31	Safety	22
28	Severability	21
18	Sick Leave	12
35	Term of Agreement	22
2	Tour of Duty	1
16	Travel Allowances	11
30	Uniform Allowance	21
29	Uniform Maintenance Allowance	21
13	Vacations	8
11	Wages	7

This Agreement dated June 28, 2018 by and between the City of Vineland, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City" and the Firefighter's Mutual Benevolent Association, Local 49, Vineland, NJ, hereinafter referred to as the "FMBA-49".

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 Civil Service Commission rules and regulations, City ordinances and Fire Department rules and regulations, but no City ordinance or Fire Department rule and regulation shall amend or alter any provision of this Agreement.

The City recognizes the **FMBA-49** as the sole and exclusive representative of those certain employees of the Fire Department of the City for the purpose of collective negotiations concerning wages, salaries and other terms and conditions of employment. For the purposes of this Agreement, an employee or employees are those employees in the following titles pursuant to Certification Docket No. RO-78-110 by the New Jersey Public Employment Relations Commission (PERC) 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 lieutenants 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 the New Jersey Civil Service Commission 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. A minimum of 21 firefighter positions, including all UFD positions, shall be maintained on the 24/48 tour of duty. The **FMBA-49** 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/daytime shift tour of duty shall not reduce the staffing levels of existing platoons.

2. The 40 hour/**daytime shift** 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/**daytime shift** work week tour of duty.
 4. **All accumulated sick and compensatory time shall convert at 100% for 24/48 employees choosing the 40 hour/daytime shift workweek.**
 5. **All 40 hour/daytime shift week employees shall be entitled to FMBA-49 membership as provided by law.**
- b. Any vacant positions shall be offered to employees based on seniority. Transfers between tours of duty shall be on a voluntary basis only, unless the Fire Chief or designee determines that a specific need requires a different transferee. In such event there are no volunteers, the City will assign employees to a tour of duty in accordance with the Department needs. Every effort shall be made by the City not to change normal assignments to the individual's tour of duty except upon thirty (30) days notice or in the case of an emergency.
 - c. The Assistant Supervising Mechanic-UFD while on-duty shall not be used to determine minimum manning.
 - d. Leave time shall be converted to hours. All leave time except vacation time shall be taken in four hour increments and then hour for hour with each leave incident requiring the initial four hour increment. Vacation time shall be taken subject to one-half and full tour of duty increments.
 - e. **The City shall have the right to establish alternative day-time shift schedules other than the current 40-hour work week, not to exceed 50 hours in a work week. The parties agree that employees assigned to the day-time shift shall not count toward minimum manning.**
 - f. **In the event the current 40 hour shift is eliminated in favor of a different daytime shift, the understanding between the City and FMBA-49 is that the new "daytime shift" will receive all leave time as "day for day" as to what a 40 hour employee now receives. For example, if a 40 hour employee receives 15 days of sick leave, the new daytime shift employee will receive 15 days of sick leave even if they work longer hours in a day.**

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

MA
MA

- continued employment as well as the assignment, promotion and transfer of employees subject to New Jersey Civil Service Commission regulations;
- c. the reprimand, suspension, demotion or discharge of employees or other disciplinary action subject to New Jersey Civil Service Commission 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 New Jersey Civil Service Commission regulations;
 - e. the determination of the number of employees and of the duties to be performed, in accordance with applicable New Jersey Civil Service Commission 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 New Jersey Civil Service Commission 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.

The City adopted a 159 hour - 21 day cycle overtime exemption.

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. Except as provided for by legislative changes in the law, 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 FMBA-49, and when appropriate, without negotiations with the FMBA-49, 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 - FMBA-49 Representatives, Members and Delegates' Rights

§1. Authorized **FMBA-49** 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 **FMBA-49** 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 **FMBA-49** representatives to attend any state or national convention of such organization. No more than 10 percent of the employee organization's membership shall be permitted a leave of absence with pay, except that no less than two and no more than 10 authorized representatives shall be entitled to such leave. 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. No more than two (2) representatives from each tour of duty shall be permitted to be absent to attend the conventions. During the period of such conventions, vacation, personal leave or compensatory time shall be scheduled off only upon the approval of the Chief or designee.

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

Article 6 - Check-Off and Agency Shop

§1. Pursuant to N.J.S.A. 52:14-15.9e, employees who are **FMBA-49** members may authorize voluntarily and in writing to the proper disbursing officer of the City, to have customary dues deducted from their compensation and paid to the **FMBA-49**.

§2. Pursuant to N.J.S.A. 34:13A-5.5, employees who choose not to be **FMBA-49** members shall have deducted from their compensation a representation fee in lieu of dues up to 85% of regular membership dues, fees and assessments paid by **FMBA-49** members for services rendered by the **FMBA-49**. Said deduction will commence as soon as practicable after the employee's 60th day of employment in a bargaining unit position. Said monies, together with records of any corrections, shall be transmitted to the **FMBA-49** office during the month following the monthly pay period in which deductions were made.

- §3. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the **FMBA-49** and approved by the City during the month following the filing of such card with the City.
- §4. If during the life of this Agreement there shall be any change in the rate of membership dues, the **FMBA-49** shall furnish to the City 60 days written notice prior to the effective date of such change.
- §5. The **FMBA-49** agrees to furnish the City with a copy of its "demand and return system" which must be established and maintained by the **FMBA-49** in accordance with the law.
- §6. The **FMBA-49** 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 **FMBA-49** 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 **FMBA-49**.
- §2. The **FMBA-49** agrees to limit its postings of notices and bulletins to such bulletin boards.
- §3. The **FMBA-49** 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 **FMBA-49** President or designee.
- §4. Any material which the City alleges to be in violation of this Agreement shall be promptly removed by the **FMBA-49**. The matter will then be subject to the grievance procedure for resolution.
- §5. **FMBA-49** Bulletin Boards shall be maintained in a neat and orderly fashion by the **FMBA-49** Representative.

Article 8 - Nondiscrimination

- §1. The City and the **FMBA-49** 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, civil union status, familial status, religion, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, disability, liability for service in the United States Armed Forces or any other classification protected by Federal or State law.
- §2. 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 **FMBA-49**. There shall be no discrimination, interference, restraint or coercion by the City or any City representative against any employee because of **FMBA-49** 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 **FMBA-49** recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Article 9 - Personnel Records

- §1. 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.
- §2. Official personnel records of employees shall be maintained in the Personnel Office, Department of Administration. Any copies of personnel records maintained by the Fire Department must be kept in a locked cabinet at all times, which may be accessed by only the Director of Fire, Fire Chief or their designee.
- §3. The Director of Fire, Fire Chief or 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 New Jersey Civil Service Commission job specification for said employee's current classification.

Article 10 - No-Strike Pledge

- §1. The **FMBA-49** covenants and agrees that during the term of this Agreement, neither the **FMBA-49** 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 **FMBA-49** 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 26.
- §3. The **FMBA-49** will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City.
- §4. Nothing contained in this Agreement shall be construed to limit or restrict the City's rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the **FMBA-49** or its members.

Article 11 - Wages

§1. Employee salaries shall be paid as follows:

- a. Effective **January 1, 2018**, a new wage guide shall be in effect and the wage guide in the prior collective bargaining agreement shall be abolished. The new wage guide is attached hereto as Exhibit "A" and made a part hereof.
- b. **During the term of this Agreement, employees shall be paid in accordance with the schedule attached hereto as Exhibit "C" and made a part hereof.**
- c. **Except as set forth in the specific wages attached hereto as Exhibit "C",** the employee shall remain on a step until the employee's years of service are commensurate with the step number upon which they have been placed.
- d. **For employees hired prior to January 1, 2017,** an employee's first year of service shall be the calendar year in which the employee was hired. On the next January 1st, the employee shall move to step 2. For example, an employee hired in March, 2015 shall be placed on Step 1 and move to Step 2 on January 1, 2016. **Beginning with employees hired on or after January 1, 2017, employees hired from January 1st through September 30th of any year after 2016, that employee shall move to the next step on the following January 1st. For employees hired on or after October 1st of any year after 2016, that employee shall move to the next step on the January 1st following the employee's one-year anniversary. Thereafter, employees shall move one step at a time on January 1st.**
- e. All employees shall receive compensation as set forth in the scatter gram of employees which both parties will sign and a copy of which will be provided to Union representatives, the Business Administrator and Payroll Supervisor.
- f. Salaries shall be retroactive to **January 1, 2018** and shall be granted to all current employees and all employees who have retired on normal or disability pension and shall not be granted to those employees who have voluntarily resigned or have been separated from employment without good standing.

Article 12 - 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 have the right to enroll unit employees in a Direct Deposit plan upon 60 days notice and proof that the program has been implemented for all unit employees in the police and fire departments.
- §3. 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.
- f. year-to-date 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 13 - Vacations

- §1. All 24/48 employees shall receive the following annual vacation leave with pay for their continuous service with the City, 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.

For subsections b. through f., employees shall be credited with one full year of service for their first year of service for vacation purposes. For example, an employee hired on August 1, 2000 would move from subsection c. (216 hours) to subsection d. (240 hours) on January 1, 2010.

"Continuous service" shall include all authorized leaves of absences but shall exclude prior service for those employees who have voluntarily resigned or have been terminated from employment. This provision may be waived on a case by case basis upon mutual agreement between the City and FMBA-49.

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 or convention leave. **After June 1st**, additional employees may be approved for scheduled leave provided it does not create an overtime situation. **Before June 1st**, additional employees may be approved for scheduled leave with approval from the Chief or Deputy Chief of the department.

- §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 Fire 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 **and, thereafter on a first come first serve basis**. All vacation requests for the entire year shall be submitted prior to June 1, except that employees may delay the submission of up to 24 hours until **December 1st**. Vacation leave desired prior to **June 1** shall be submitted at least **six** 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 canceled at any time for an emergency reason as determined by the Fire Chief and Director of Fire 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.

In the event it is determined by the Fire Chief, in his sole discretion, that scheduling of vacation time by December 1st is causing scheduling issues in the department, then the deadline of December 1st shall change to November 1st. The Chief has until December 15, 2019 to exercise his discretion in regards to this clause, if not acted upon, the December 1st deadline becomes the standard the parties shall follow. However, in the event the Chief wishes to make this change, he shall notify the union on or before December 15th and the change shall become effective for the next calendar year.

No employee scheduled for training shall take vacation during any day where there is a training session scheduled, provided that there is at least 30 days notice of the training session. This shall not apply in the event the employee has scheduled and received approval for vacation leave prior to the notice of a training session.

- §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, then the employee, or the employee's estate, shall pay back to the City the amount owed for any overused vacation taken. All vacation accrues in proportion to the number of completed months worked by each employee in any calendar year.
- §6. 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 Fire Chief or 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 **FMBA-49** contract is binding to both the City and the employees of the bargaining unit. The **FMBA-49** 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. All 40 hour/**daytime shift** employees shall receive the following annual vacation leave with pay for their continuous service with the City, except as otherwise provided:

- a. Eight hours per month up to one year of service.
- b. 96 hours after one year and up to six years of service.
- c. 120 hours after six years and up to 13 years of service.
- d. 160 hours after 13 years to 19 years of service.
- e. 200 hours after 19 years and up to 27 years of service.
- f. 240 hours after 27 years of service.

For subsections b. through f., employees shall be credited with one full year of service for their first year of service for vacation purposes. For example, an employee hired on August 1, 2000 would move from subsection c. (120 hours) to subsection d. (160 hours) on January 1, 2013.

“Continuous service” shall include all authorized leaves of absences but shall exclude prior service for those employees who have voluntarily resigned or have been terminated from employment. This provision may be waived on a case by case basis upon mutual agreement between the City and FMBA-49.

There may be no more than one 40 hour week/**daytime shift** 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 14 - Holiday Pay

This benefit has been eliminated through negotiations.

Article 15- 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 an initial four hour increment and then hour for hour, to attend fire related seminars, training courses and fire-related college courses 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.

- §4. Each employee shall be required to attend, on an off duty day, a minimum of two separate six hour live burn training sessions per year, for the purpose of mandatory training at a live burn training facility per calendar year, in fulfillment of their annual live fire training requirement. Sessions shall be scheduled by the Chief or his designee at least 30 calendar days in advance. This shall not preclude live burn training from taking place during an employee's regular tour of duty. In addition, an employee may be required to submit acceptable medical evidence substantiating his/her illness from a physician acceptable to the City if he/she is absent for a scheduled live burn training. In the event of special extraordinary circumstances, the Director of Fire, Chief of Department or his designee shall grant an excused absence for an employee scheduled for live burn training.

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

Article 16 - Travel Allowances

- §1. The City shall reimburse employees for their necessary travel expenses incurred while on City business consistent with the Travel Policy of the Policy Manual. Employees are expected to work the length of a normal work day while traveling, and no overtime shall be worked unless authorized and pre-approved by the Department Head.
- §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 17 - Court Time

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

- §4. The City reserves the right to establish rules and regulations to comply with the FLSA as it applies to the monitoring of and compensation for hours worked as Court Time.
- §5. Pursuant to City policy, employees shall be granted leave with pay for time required to attend jury duty that is scheduled during working hours. Any jury duty compensation by the State of New Jersey shall be turned over to the City.

Article 18 - Sick Leave

§1. Service Credit for Sick Leave. All employees shall be entitled to sick leave with pay 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, civil union partner, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household. In addition, the City recognizes step-father and step-mother to be part of the immediate family or other near relative. 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. The **FMBA-49** shall actively discourage the abuse of sick leave by employees.
- c. The City, through the Fire Chief or designee, may adopt such sick leave and verification policies from time to time to control sick leave abuses as it may determine necessary. Patterns of absences may be considered abuse and shall include, but not be limited to, an employee being absent on the same day each year or excessive absences that extend non-working shifts or other leave time.
- d. Whenever an employee is disabled through injury or illness as a result of or arising from his/her employment as evidenced by a certificate of a City-designated physician or physician acceptable to the City, he/she shall be granted, in addition to 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.

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

§2. Amount of Sick Leave. 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 156 hours annually, and a 40 hour week/daytime shift employee shall earn 120 hours annually, so long as actively employed. Any sick leave hours not used in any calendar year shall accumulate from year to year to the employee's credit.

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

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

§4. Verification of Sick Leave. A 24/48 employee may be required to submit acceptable medical evidence substantiating his/her illness from a physician acceptable to the City if he/she is absent on sick leave for more than two consecutive tours of duty or more than five times in one calendar year or whenever there is reason to believe that the employee is abusing sick leave.

A 40 hour week/daytime shift employee may be required to submit acceptable medical evidence substantiating his/her illness from a physician acceptable to the City if he/she is absent on sick leave for five or more consecutive days in one calendar year or wherever there is reason to believe that the employee is abusing sick leave.

A 40 hour/daytime shift 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 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 19 - 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 20 - Personal Leave

§1. The City grants 96 hours of personal leave to each 24/48 employee and 32 hours annually to each employee working an alternate day work schedule. In the event the alternate day work schedule is changed, the alternate day work employee shall receive four personal days with a day being equivalent to the number of hours worked on one day. 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, **convention leave** 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 **eight** personal leave hours per month. Any **daytime** 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, the employee shall reimburse the City for any personal leave taken but not earned.

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 21 - Leave of Absence and Military Leave

§1. Leave of Absence. Any employee desiring leave without pay for personal reasons shall make a request in writing to the Director of 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. Military leave shall be administered in accordance with applicable law. In no event shall the City provide military leave benefits greater than required under applicable law. Specifically, in accordance with N.J.S.A. 38A:4-4, an employee shall be entitled to leave of absence from his/her respective duties without loss of pay or time on all days during which he or she shall be engaged in any

period of State or Federal active duty; provided, however, that the leaves of absence for Federal active duty or active duty for training shall not exceed 90 work days in the aggregate in any calendar year. Any leave of absence for such duty in excess of 90 work days shall be without pay but without loss of time. Therefore, the City shall pay the difference between City pay and military pay to an employee up to a maximum of 90 working days in a calendar year. Any leave beyond 90 working days in a calendar year shall be without pay from the City.

- §3. 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. Family leave shall be administered in accordance with applicable law. Employees taking FMLA leaves and/or NJFLA leaves will be required to use accrued sick leave, personal leave, vacation and all other administrative leave concurrent with the approved leave. Eligible employees must provide prior notice, if possible, to the Director of Fire or designee if requesting a leave of absence under this Act. The City has a right to request that an employee provide a certification issued by a licensed health care provider in order to verify necessity of leave. Any qualifying condition shall be designated as leave pursuant to FMLA and/or NJFLA.

Eligible employees must provide prior notice to the 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 22 - 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. **This shall not apply to live burn training. In addition, when an employee is moved from their regular 24/48 hour schedule to an alternate work schedule for the purposes of training, no overtime shall be paid unless the employee actually works more than 40 hours in a week, including travel time.**

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

Overtime during the regularly scheduled work week will be paid in accordance with the Fair Labor Standards Act (FLSA).

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 22 of the contract, the one and one half (1½) shall become two.

- §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. Overtime under this paragraph shall be considered "unscheduled overtime" and will qualify as such when the employee has less than three (3) hours notice of the overtime.
- §3. When an employee is scheduled to work pre-arranged overtime on their scheduled day off, the employee will receive a minimum of two hours pay at the applicable rate. Overtime under this paragraph shall be considered "scheduled overtime" and will qualify as such when the employee has three (3) hours or more notice.
- §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. An employee shall be able to carry over a maximum of 156 hours to the next calendar year. In no event shall an employee be permitted to accrue greater than a total of 156 compensatory hours. The parties agree, however, that all compensatory time shall be taken prior to the employee's retirement. In the event the employee is approaching retirement and has compensatory time on the books, the City may direct the employee to take the compensatory time on a date and time chosen by the City.

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, **convention leave** 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 23 - Acting Assignments

An employee assigned by the Chief or designee 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.

The City agrees that any acting positions available shall be filled by employees currently on the tour of duty where the acting position occurs provided that the employee meets the requirements of an Officer as set forth in Department Standard Operating Procedures and meets State Incident Command ICS requirements.

Article 24 - 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, 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 and 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 25 - Health Benefits

- §1. The City shall provide health insurance to all employees and their eligible dependents. The City shall continue to provide a health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees and all other benefits included in the New Jersey State Health Benefits Program (SHBP). Employees will be subject to any co-payment established by the medical coverage selected by the employee. The City retains the unilateral right to select the insurance carrier or to be self-insured for the provision of any health benefits, so long as the overall level of benefits or administrative procedures is substantially similar to the plans and coverages provided from time to time under the New Jersey State Health Benefits Plan.
- §2. **Effective January 1, 2019, the City shall provide, as the base plan, the State Health Benefits Plan, New Jersey Horizon Direct 15/25 Plan or Aetna Freedom 15/25 Plan. In the event the employee chooses a plan with a higher premium, the employee shall pay the difference in the premium between the NJ Direct 15/25 or Freedom 15/25 Plan and the plan selected. No reimbursements or compensation will be paid in the event an employee chooses a plan with a lower premium than the NJ Direct 15/25 or Freedom 15/25. The City retains the unilateral right to select the insurance carrier or to be self-insured for the provision of any health benefits, so long as the overall level of benefits or administrative procedures is substantially similar to the plans and coverages provided from time to time under the current plan.**
- §3. The City shall provide a generic prescription plan for employees and their eligible dependents. A federally approved generic equivalent, if available, will be dispensed for name brand unless an employee's physician specifically requires name brand. An employee who receives name brand when

generic is available shall pay the cost difference between the name brand and generic, except if the attending physician specifies no substitute for name brand. This cost will not be applied to the employee's deductible. The co-pays are as follows:

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

- §4. An employee who retires with at least 25 years of creditable service in the New Jersey Police and Firemen's Retirement System or **Public Employees Retirement System** shall receive the same prescription coverage as active employees, which may change from time to time, until said employee:
- 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
 - Becomes eligible for a federal or state subsidized prescription program, such as Medicare.
- §5. Employees and their eligible dependents shall receive a basic dental care plan and choose from among a customary Delta 50/50 Dental Plan, Delta-Flagship Health Systems, Inc. or Delta Preferred Provider Option, or their successors.
- §6. Employees on approved Leave of Absence, are responsible for payment of their share of said health benefits premiums in accordance with the applicable regulations and City Policy.
- §7. The City retains the right to select the insurance carrier or to be self-insured for the provision of any health benefits. Any change in insurance provider that is not substantially similar to the level of benefits or administrative procedures currently in place will be subject to negotiation.
- §8. The City offers a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, whereby employees who receives health benefits from an entity other than the City may waive City provided health benefits and receive an incentive as follows:

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

The waiver incentive shall be considered a supplemental pay and subject to a flat tax in accordance with IRS rules. The City's policy to allow employees to waive coverage and the amount of the incentive is not negotiable and is subject to change from time to time. The City also reserves the right to discontinue the waiver payment at any time. In addition, in the event spouses or civil union partners are both employed by the City, health insurance coverages provided herein, including but not limited to the Prescription Plan, shall be afforded to only one designated spouse with the other spouse covered as a family member. Further, eligible children can only be covered by one participating subscriber. No waiver payment shall be paid to any employee whose spouse or civil union partner is also employed by the City and receives his/her health insurance from the City.

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

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

Article 26 - 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 triplicate, to the **FMBA-49** Representative, who shall forthwith file one copy with the Fire Chief and one copy with the Business Administrator. If the grievance is not filed in writing, the employee shall be barred from proceeding further with said grievance. If the grievance is filed in writing, the **FMBA-49** Representative and Fire Chief shall forthwith attempt to resolve the grievance. The Fire Chief will respond to the employee in writing within 10 calendar days or it shall be considered a denial of the grievance.
- Step 2: If no solution is reached at Step 1, the **FMBA-49** Representative shall take the matter up with the Director of Fire within five calendar days of the Step 1 answer in an endeavor to resolve the grievance. The Director of Fire will respond to the employee in writing within 15 calendar days or it shall be considered a denial of the grievance.
- Step 3: If no solution is reached at Step 2, the **FMBA-49** Representative shall refer the matter to the **FMBA-49** President, who shall, take the matter up with the Business Administrator within five calendar days of the Step 2 answer in an endeavor to resolve the grievance. The Business Administrator or designee will respond to the employee in writing within 20 calendar days or it shall be considered a denial of the grievance.
- Step 4: At the conclusion of the Step 3 answer, the **FMBA-49** shall have 30 calendar days to submit the grievance to arbitration. If the **FMBA-49** does not submit the grievance to arbitration within 30 days, the grievance shall be considered resolved by the Step 3 answer, and arbitration shall be forfeited.

Only the **FMBA-49** or City may submit a grievance to arbitration. Either party may request PERC to resolve the grievance through arbitration, and request that a list of arbitrators be furnished to the **FMBA-49** 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 New Jersey Civil Service Commission 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 **FMBA-49**. Any **FMBA-49** 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 27 - 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 28 - Severability

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

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

Article 29 - Uniform Maintenance Allowance

This benefit has been eliminated through negotiations.

Article 30 - Uniform Allowance

- §1. **The City shall inspect work uniforms once annually in November and replace damaged, obsolete or worn work uniforms as needed. Should an employee need to replace a damaged uniform item at any time throughout the year, the uniform item shall be returned to the City and will be replaced as deemed necessary by the City. The type of uniforms shall be determined by the City. Employees shall maintain their uniforms in a professional and clean condition.**
- §2. **The City will provide a Class-A Uniform to each employee after 90 days of employment, but before the end of the first year, and afterwards, as needed.**
- §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.

§6. **Effective January 1, 2018, a one-time adjustment of \$75.00 shall be made to the base pay for the purchase of T-shirts. The type of T-shirt shall be determined at the discretion of the Chief. NOTE: The \$75.00 is already calculated into the wage proposal and, therefore, no additional money will be added.**

Article 31 - Safety

A Safety Committee composed of three City representatives and three FMBA-49 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 twenty (20) degrees Fahrenheit or above ninety (90) 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 32 - Meals

This benefit has been eliminated through negotiations.

Article 33 - Essential Personnel

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

Article 34 - Light Duty

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

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

Article 35 - Term of Agreement

This Agreement shall be effective **January 1, 2018**, and the terms and provisions of this Agreement shall continue in full force and effect until **December 31, 2021**.

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

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

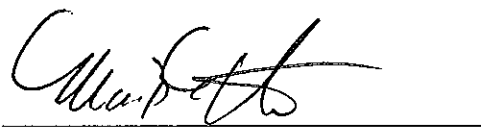
City of Vineland

Firefighter's Mutual Benevolent Association
Local 49


By:



Mayor

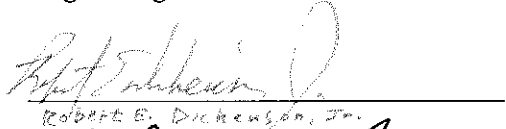


President

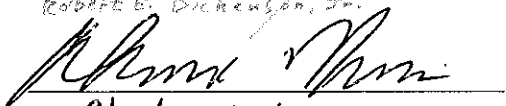


Municipal Clerk

Negotiating Committee:




Robert E. Dickenson, Jr.

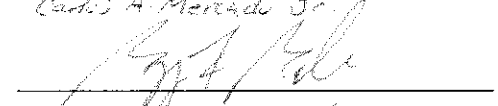


Charles Nash

Negotiating Committee:



Carlos A. Mercado Jr.



Gregory A. Gallo



Exhibit "A" - Wage Schedule

The existing salaries shall be adjusted by the following amounts effective and retroactive to each January 1 effective date for each contract year. Employees shall receive step movement in accordance with Article 11. All increases shall be at each step of the salary schedule and shall, except for those who have voluntarily resigned or have been separated from employment without good standing, apply to all unit employees and those who have retired on normal or disability pension. The salary schedule shall provide step movement in accordance with Article 11, and shall read as follows:

Step	2018	2019	2020	2021
1	\$42,000	\$42,630	\$43,376	\$44,244
2	\$44,094	\$44,755	\$45,539	\$46,449
3	\$46,188	\$46,881	\$47,701	\$48,655
4	\$48,282	\$49,006	\$49,864	\$50,861
5	\$50,376	\$51,132	\$52,026	\$53,067
6	\$52,470	\$53,257	\$54,189	\$55,273
7	\$54,564	\$55,382	\$56,352	\$57,479
8	\$56,658	\$57,508	\$58,514	\$59,685
9	\$58,752	\$59,633	\$60,677	\$61,890
10	\$60,898	\$61,811	\$62,893	\$64,151
11	\$62,990	\$63,935	\$65,054	\$66,355
12	\$65,566	\$66,549	\$67,714	\$69,068
13	\$67,528	\$68,541	\$69,740	\$71,135
14	\$69,222	\$70,260	\$71,490	\$72,920
15	\$71,316	\$72,386	\$73,652	\$75,126
16	\$73,410	\$74,511	\$75,815	\$77,331
17	\$75,500	\$76,633	\$77,974	\$79,533
18	\$77,875	\$79,043	\$80,426	\$82,035
19	\$80,250	\$81,454	\$82,879	\$84,537
20	\$82,625	\$83,864	\$85,332	\$87,039
21	\$85,250	\$86,529	\$88,043	\$89,804

MH
14/1

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

M
MA

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 New Jersey Civil Service Commission 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/daytime shift.
- One Quartermaster.



Exhibit "C" - Employee Wages

	2018	2019	2020	2021
Frank Rybyinski	\$85,250	\$86,529	\$88,043	\$89,804
Daniel Walters	\$85,250	\$86,529	\$88,043	\$89,804
Daniel Durand	\$80,250	\$83,864	\$88,043	\$89,804
Jacob Habersham	\$80,250	\$83,864	\$88,043	\$89,804
Jody Weiner	\$80,250	\$83,864	\$88,043	\$89,804
John Shaw	\$80,250	\$83,864	\$88,043	\$89,804
Carlos Mercado	\$80,250	\$83,864	\$88,043	\$89,804
Chris Williams	\$80,250	\$83,864	\$88,043	\$89,804
Robert Strain	\$75,500	\$79,043	\$82,879	\$84,537
Charles Nash	\$75,500	\$79,043	\$82,879	\$84,537
Brett Scarpa	\$75,500	\$79,043	\$82,879	\$84,537
Matt Haught	\$75,500	\$79,043	\$82,879	\$84,537
Rafael Lopez	\$60,989	\$63,935	\$67,714	\$71,135
Ken Dichino	\$52,470	\$55,382	\$58,514	\$61,890
Phillip McMahon	\$52,470	\$55,382	\$58,514	\$61,890
Todd Birdsall	\$48,282	\$51,132	\$54,189	\$57,479
Seth Velez	\$48,282	\$51,132	\$54,189	\$57,479
Andrew Hartman	\$44,094	\$46,881	\$49,864	\$53,067
Frank DiNunzio	\$42,000	\$44,755	\$47,701	\$50,861
Thomas Spigelmyer	\$42,000	\$44,755	\$47,701	\$50,861

194
AA