

Contract NO: 633

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A G R E E M E N T

NO. 2

between

THE CITY OF VINELAND

a municipal corporation of the State of New Jersey

and

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL 249

an employee representative

EFFECTIVE JANUARY 1, 1992 through DECEMBER 31, 1994

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AGREEMENT, dated the 9th day of February, 1993,
by and between: THE CITY OF VINELAND, a municipal corporation of the
State of New Jersey (hereinafter referred to as the "City"); and the
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 249, Vineland, New Jersey
(hereinafter referred to as the "Association"):

ARTICLE ONE

PURPOSE

This Agreement is entered into pursuant to the provisions of
Chapter 303, Laws of 1968, and as amended (N.J.S.A. 34:13A-5.1, etc.) of
the State of New Jersey, to promote and ensure harmonious relations,
cooperation and understanding between the City and the employees; to
prescribe the rights and duties of the City and the employees; to pro-
vide 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 of Vineland and its employees and the City.

ARTICLE TWO

RECOGNITION

It is the intention of the parties that this Agreement be
construed in harmony with the Rules and Regulations of the Civil Service
Commission, Chapter 303 of the Laws of 1968, and as amended, the
Statutes of the State of New Jersey, the Ordinances of the City of
Vineland, and the Rules and Regulations of the Fire Department, but no

Ordinance of the City or Rules and Regulations of the Department shall amend or alter any agreed upon term of this Contract.

The City recognizes the Association as the sole and exclusive representative of those certain employees of the Fire Department of the City of Vineland 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. R0-90-166 by the State of New Jersey, Public Employment Relations Commission dated August 22, 1990, as authorized by the New Jersey Employer-Employee Relations Act of 1968, and as amended, as follows:

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

ARTICLE THREE

TOUR OF DUTY AND MANAGEMENT RIGHTS

Section 1. Tour of Duty.

For the purpose of the articles of this contract, a tour of duty shall consist of a 24-hour period beginning at 7:30 a.m. and ending at 7:30 a.m. on the following day with 48 hours off between tours. The F.M.B.A. acknowledges that the City has a managerial prerogative to change the work schedule.

Section 2. Management Rights.

All of the authority, rights and responsibilities possessed

by the City are retained by it.

Subject to the terms of this agreement, it is the right of the City through and by the Director of the Fire Department and/or Fire Chief and any of their designated representatives to determine the standards of service to be offered by its employees; determine the standards of selection of employment; direct its employees, take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the amount of overtime to be worked; determine the methods, means and personnel by which its operations are to be conducted; determine the content of work assignments; schedule the hours; take all necessary actions to carry out its mission in emergencies; purchase the service of others, contract or otherwise; exercise complete control and discretion over its organization and the technology of performing its work; and to make reasonable and binding rules and regulations which shall not be inconsistent with this Agreement and State Law.

Section 3. 7K Exemption of the Fair Labor Standards Act

As required by law, the City of Vineland adopted provisions of the Fair Labor Standards Act on September 27, 1985. And as such, elected to adopt the 7k exemption provision of the Fair Labor Standards Act, specifically, the 212 hour - 28 day cycle portion. It is understood that the City must comply with the Fair Labor Standards Act provisions and the definitions for purposes of FLSA may not be in agreement with certain definitions used in the contract.

ARTICLE FOUR

MAINTENANCE STANDARDS

Section 1. With respect to matters not covered by this Agreement, the City will not seek to diminish or impair during the term of this Agreement, any benefit, privilege provided by law, rule or regulation for employees without prior notice to the Association, and when appropriate, without negotiations with the Association, provided however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights Clause of this Agreement.

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

ARTICLE FIVE

ASSOCIATION REPRESENTATIVES AND MEMBERS
AND DELEGATES' RIGHTS

Section 1. Authorized representatives of the Association, whose names shall be filed in writing with the Director of the Fire Department and/or Fire Chief shall be permitted to visit Fire Headquarters or the Office of the Director of the Fire Department and/or Fire Chief for the purposes of processing grievances. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the Fire Chief or, in his absence, his authorized representative.

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

Section 1a. Association representatives desiring an opportunity to discuss union matters shall schedule an appointment with the Business Administrator as required.

Section 2. The City of Vineland agrees to grant the necessary time off with pay not to exceed twelve (12) hours to the duly elected state delegate or his designated representative and state committee members to attend to regular scheduled monthly meetings or any special meeting of the State organization.

Section 3. Pursuant to N.J.S.A. 11:26C-4, the City of Vineland agrees to grant a leave of absence with pay to the duly authorized representatives of the Firemen's Mutual Benevolent Association to attend any state or national convention of such organization. A certificate of attendance to the State convention shall be submitted by the representatives so attending. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

ARTICLE SIX

CHECK-OFF AND AGENCY SHOP

Section 1. If authorized voluntarily and in writing to the proper disbursing officer of the City, an employee subject to this Agreement, who is a member of the Association, may indicate his desire to have deductions made from his compensation for the purpose of paying usual, customary and uniform dues to the Association.

Section 2. 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.

Section 3. In addition, pursuant to N.J.S.A 3A:13A-5.5, the City agrees to deduct from the salaries of its employees subject to this Agreement, but not members of the Association, a representation fee in lieu of dues for services rendered by the majority representative in an amount equal to 85% of the regular membership dues, fees and assessments paid by the members of the Association, less the cost of benefits financed through the dues and assessments and available to and benefiting only members of the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 N.J.S.A. (R.S. 52:14-15.9(e), as amended. 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. Implementation of a payroll deduction for a representation fee for non-union members will commence as soon as practicable after the 60th day of an employee's employment in a position included in the bargaining unit.

Section 4. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City one month's written notice prior to the effective date of such change.

Section 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 Union in accordance with the law.

Section 6. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out or by reason of any action taken in

making deductions and remitting the same to the Union pursuant to this Article.

Section 7. Any written authorization required herein may be withdrawn at any time by the filing of a notice of such withdrawal with the above-mentioned disbursing officer, and deduction authorization cannot again be effected for a period of three (3) months.

Section 8. Union activities are to be conducted on employee's time only unless said matters are scheduled with appropriate City offices, i.e., grievances or if authorized by the Fire Chief.

ARTICLE SEVEN

NONDISCRIMINATION AND PERSONNEL RECORDS

Section 1. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. Both the City and the Association shall bear the responsibility for complying with this provision of the Agreement.

Section 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.

Section 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.

Section 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.

Section 5. Personnel Records. Each employee shall receive a copy of any reprimand placed in his personnel file and has the right to examine his file at any time convenient to the employee and the custodian of the file.

It is understood that the official City Hall personnel records shall be available to employees and the employees shall have the right to review their own files in accordance with the established procedures of the Department of Administration.

Section 6. The personnel records of employees of the Fire Department shall be kept in a locked cabinet at all times. The Director of the Fire Department and/or Fire Chief or their designee shall be the only personnel to have access to these personnel records.

Section 7. Medical records are covered by the Federal Confidentiality Act and can be released pursuant to City Policy No. 87.

ARTICLE EIGHT

NO-STRIKE PLEDGE

Section 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.

Section 2. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject however to the application of the grievance procedure contained in ARTICLE TWENTY-FIVE.

Section 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.

Section 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 NINE

WAGES

Section 1. The City agrees to make effective the following wage increases:

(a) Effective December 29, 1991 (for year 1992), an employee's base wage for the period ending December 28, 1991 shall be increased to \$43,200.00.

(b) Effective January 3, 1993 (for year 1993), an employee's base wage for the period ending January 2, 1993 shall be increased to \$45,300.00.

(c) Effective January 2, 1994 (for year 1994), an employee's base wage for the period ending January 1, 1994 shall be increased to \$47,500.00.

ARTICLE TEN

PAY PERIOD

Section 1. All salary and wages of individual employees shall be paid on a weekly basis and shall be paid to the member on every Friday of the month, unless that day be a holiday, and then payment is to be made on the day preceding the holiday. Pay will be distributed at company headquarters on/before 7:30 a.m. on Fridays. In the event of an emergency situation, the City will contact the union to advise them of the emergency for the purpose of reaching a solution.

Section 2. Pay receipts for employees shall be itemized as follows:

- (a) base pay;
- (b) holiday pay.

Same shall be explained in the deduction code attached to the employee's paycheck.

ARTICLE ELEVEN

PROMOTIONS AND PROMOTIONAL BENEFITS

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

ARTICLE TWELVE

VACATIONS

Section 1. All employees hereunder shall receive the following annual leave for vacation purposes with pay in and for each calendar year, except as otherwise herein provided: Up to one (1) year of service, one tour of duty plus six (6) hours for each three months of service, said employee must earn a tour of duty before it can be taken; after one (1) year of service and up to the completion of five (5) years of service, seven (7) tours of of duty; after five (5) years of service and up to

the completion of twelve (12) years of service, nine (9) tours of duty; after twelve (12) years of service and up to the completion of twenty (20) years of service, eleven (11) tours of duty; after twenty (20) years of service, twelve (12) tours of duty. Vacation tours shall be granted on a twelve (12) hour shift basis. There may be no more than two (2) employees excluding officers on scheduled vacation at the same time.

Section 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 or 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.

Tours of vacation may be carried forward but may not exceed two (2) twenty-four (24) hour tours.

Section 3. An employee's rate of vacation pay shall be based on the employee's regular base rate of pay.

Section 4. All vacations shall be granted, so far as practicable, in accordance with the desires of the employees. All vacation schedules must be submitted thirty (30) days before an anticipated vacation. All vacations requested less than thirty (30) days prior will be granted if convenient to the Department. All vacation requests submitted prior to March 31st will be granted on a first come/first serve basis. Vacation requests submitted after March 31st shall be granted on the basis of seniority. The number of prior vacation requests for the dates will determine if your dates will be granted.

Section 5. Vacation pay will be granted to employees ter-

minating 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 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 benefit during the year of his 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.

Section 6. An employee who commences employment during the first fifteen (15) days of a month shall be credited with having worked a full month for the purposes of vacation computation. An employee who commences employment on the sixteenth (16) day of the month or thereafter shall not be credited with working said month for the purpose of vacation computation.

ARTICLE THIRTEEN

HOLIDAY PAY

Section 1. Each employee shall receive fifteen (15) paid holidays per year. The holiday pay shall be computed at straight time hourly rate of pay by rank, based upon an twelve-hour day. Holiday payments shall be made in the last pay period of June and the first pay period in December of each year. Employees on Leave of Absence Without Pay are not entitled to holiday pay.

Section 2. In the event the Mayor of the City of Vineland declares an unscheduled holiday with pay for all other municipal employees of the City of Vineland, then and in such event the employees covered hereunder shall be entitled to holiday pay for all such unscheduled but declared holidays by the Mayor.

Section 3. Any employee entitled to receive holiday pay may elect to take compensatory time off in lieu of cash payment of his holidays, provided, however, that the employee shall request in writing such compensatory time off from the Director of Fire, or his designee, who, in his discretion, which shall be reasonably exercised, may grant the employees said compensatory time off.

Section 4. An employee who commences employment during the first fifteen (15) days of a month shall be credited with having worked a full month for the purposes of holiday pay computation. An employee who commences employment on the sixteenth (16) day of the month or thereafter shall not be credited with working said month for the purpose of holiday pay computation.

Section 5. Holiday pay will be granted to employees terminating their employment. The amount of holiday pay to be granted will be the proportional amount accrued during the year of termination. In the event an employee's termination from employment is caused by his death, the accrued holiday 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 amount of holiday pay than has accrued to his benefit during the year of his death or termination of employment, then in such event, the employee's final pay will be reduced by the overpaid holiday pay. All holiday pay accrues in propor-

tion to the number of completed months worked by each employee in any calendar year.

ARTICLE FOURTEEN

EDUCATION AND TRAINING INCENTIVES

Advanced training and education achievement are considered an important factor in the professional development of the fire officer. Achievement in these areas may be considered in the way of special assignments and shall be acknowledged by special salary increments based on the following scale:

Each employee shall be paid an increment of \$12.50 per credit upon completion of an approved accredited fire science course or other college courses which shall be approved by the Business Administrator prior to being taken and which may be taken after the employee has completed an Associate's Program in Fire Science up to a maximum of one hundred twenty (120) credits. The employee must submit a certificate of successful completion before any payment of the credit increment. Education increments shall be incorporated in the employee's salary by the City on or about the 1st of January and the 1st day of July for approved credits earned since the previous incorporation of an earned increment. Approved accredited college credits hereunder are those earned under an accredited Fire Science program or those credits acceptable toward a degree in such a program.

ARTICLE FIFTEEN

TRAVEL ALLOWANCES

Section 1: Per Diem Meal and Lodging Expenses. The City agrees to reimburse, on a per diem basis, as established by the rules and regulations of the Business Administrator, consistent with the existing with the existing Policy No. 66 entitled "Travel" of the General Policy and Procedure Manual of the City of Vineland, employees who are eligible for travel expenses, for their actual and necessary expenses incurred while in travel status in the performance of their official duties, for hotel lodging, meals and incidental expenses related thereto, for a full day at rates not to exceed a total of \$100.00 per day.

Section 2: Mileage Allowance. The City agrees to provide, subject to rules and regulations of the Business Administrator, maximum mileage allowance rate for the use of personal vehicles for those persons eligible for such allowance in connection with official travel. The maximum mileage allowance rate will be twenty-seven and one-half (27.5¢) cents per mile, or as otherwise modified or adjusted by the Business Administrator.

ARTICLE SIXTEEN

COURT TIME

Section 1. Any employee who is required to appear during the off-duty hours in a municipal, county, grand jury, superior or other court, including New Jersey State Departmental Divisional hearings shall be paid for actual hours worked in compliance with the FLSA regulations.

Section 2. It is acknowledged that the provisions of the Fair Labor Standards Act (FLSA) apply to the City. The City reserves the right to establish rules and regulations concerning the monitoring of and compensation for hours worked as Court Time in order to comply with such regulations and to comply with FLSA generally.

Section 3. If a fire officer is requested to appear in court by a third party, he will not receive any payment from the City, and no time payment will be credited under FLSA.

ARTICLE SEVENTEEN

SICK LEAVE

Section 1. Service Credit for Sick Leave.

A. All employees shall be entitled to sick leave with pay as specified hereunder.

B. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family seriously ill and requiring the presence of such employee. For the purpose of these rules, "member of the immediate family" is interpreted as meaning employee's spouse, child, legal ward, grandchild, foster child, father, mother, step-father, step mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.

C. If an employee is incapacitated and unable to work because

of an injury sustained in the performance of his duties, as evidenced by a Certificate of a City-designated physician or other doctor acceptable to the City, he shall be granted in addition to his annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of three hundred sixty-five (365) calendar days or so much thereof as may be required, as evidenced by Certificate of a City-designated or accepted physician, but not longer than a period of which worker's compensation payments are allowed.

If at the end of such three hundred sixty-five (365) calendar day period the employee is unable to return to duty, a Certificate from the City-designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he or 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 of Vineland, 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 of Vineland 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

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.

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

Section 2. Amount of Sick Leave.

A. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) tour of duty per three months during the remainder of the first calendar year of employment after initial appointment; and seven and one-half (7-1/2) tours of duty in every calendar year thereafter.

B. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. 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, step-father, step-mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.
4. Death in the employee's immediate family for a reasonable period of time.

D. If the employee terminates his employment with the City,

sick leave shall be pro-rated at the rate of one (1) tour of duty for every three (3) months of service worked during the calendar year of termination.

Section 3. Reporting of Absence on Sick Leave.

A. If an employee is absent for reasons that entitle him to sick leave, the Fire Chief or his designee shall be notified prior to the employee's starting time.

(1) Failure to so notify the Fire Chief or his designee may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(2) Absence without notice for two (2) consecutive tours of duty shall constitute a resignation not in good standing.

Section 4. Verification of Sick Leave.

A. An employee who shall be absent on sick leave for two (2) or more consecutive tours of duty or totaling more than three (3) tours of duty in one calendar year, may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the City.

Furthermore, the City may require such employee to be examined by a City-designated physician at the expense of the City.

B. In case of a leave of absence due to exposure to contagious disease, a Certificate from the Department of Health shall be required prior to the employee's return to work.

C. The City may require an employee who has been absent because of personal illness, as a condition of his 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 normal duties and that his return will not jeopardize the health of other employees.

ARTICLE EIGHTEEN

FUNERAL LEAVE

A. Funeral Leave.

Section 1. Employees shall be granted special leave with pay for up to a maximum of two (2) tours of duty in the event of the death of the employee's spouse, son or daughter. Funeral leave shall commence upon notification of death.

Section 2. Employees shall be granted leave with pay for up to a maximum of one (1) tour of duty in the event of the death of the employee's father, mother, grandfather, grandmother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren and grandparents of the spouse. Funeral leave shall commence upon notification of death and shall terminate the day following interment. In the event funeral services for the deceased hereunder are held at a distance greater than a 500-mile radius from the City of Vineland, then such funeral leave shall be for a maximum of two (2) tours of duty. To be eligible for such funeral leave, the employee must attend the funeral services.

Section 3. Request for any and all funeral leave shall be subject to the approval of the Director of the the Fire Department; such approval shall not be unreasonably denied.

ARTICLE NINETEEN

PERSONAL LEAVE TOUR OF DUTY

Section 1. The City grants two (2) Personal Leave Tours of Duty to each employee. Said personal leave tour of duty shall be granted by the City upon three (3) calendar days prior written request of the employee, which request shall be in the form of a letter directed 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 his designee so long as his employee's absence can be permitted without interference with the proper conduct of the Department. The Personal Leave Tour of Duty shall not accumulate.

Section 2. Personal tour leave for new employees will be administered in the following manner: (1) Anyone on the payroll between January 1 and April 30 will earn 16 hours; (2) Continued employment May 1 through August 31, an additional 16 hours; (3) September 1 through December 31, an additional 16 hours. For a new employee to be eligible for any sixteen hour period in a quarter, said employee must be employed for at least one (1) calendar month.

Section 3. The above applies to all employees, except that they may not use these earned days until the completion of the ninety (90) days probation period with the City. In the event that special extraordinary circumstances exist, the employee may use said personal days prior to the completion of said ninety (90) day probation period upon the approval of the Department Head or his designee. Should an employee be unable to take time off because of the ninety (90) day provision, said eligible time will

be allowed to be carried over to the succeeding year.

ARTICLE TWENTY

LEAVE OF ABSENCE AND MILITARY LEAVE

Section 1. Leave of Absence.

Any employee desiring leave without pay for personal reasons shall make a request in writing to the Director of the Fire Department and or Fire Chief not less than two (2) weeks in advance of the date for which such leave is desired, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the City.

Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

Section 2. Military Leave.

Leave shall be granted to employees to fulfill the special military requirements of regular annual active duty (Summer Camp or its equivalent) 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 regular pay during the period of this military training.

Section 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.

Section 4. Pursuant to the Family Leave Act (N.J.S.A.34:11b-1, et.seq.) employees who have worked at least 1,000 hours during the last twelve (12) months are eligible to receive an unpaid leave of absence for a period not to exceed twelve (12) weeks in any twenty-four month period. Leave may be taken only for the following reasons:

- A. The birth or adoption of a child.
- B. The serious health condition of a family member.
(i.e., child, parent or spouse).

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 TWENTY-ONE

OVERTIME

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

When men 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 his designee prior to its being worked.

Section 2. Employees, when called in for a specific duty assignment from an off-duty day or from between work shifts, shall be entitled to be paid a minimum of three (3) hours at the overtime rate of pay.

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

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

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

ARTICLE TWENTY-TWO

ACTING ASSIGNMENTS

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

ARTICLE TWENTY-THREE

RETIREMENT

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

Section 2. In case of death of an employee covered hereunder, there shall be paid to his widow, beneficiary or estate, the amount or amounts due for any and all unused vacation, holiday leave, personal days, compensatory time coming and pay period due.

Section 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.

Section 4. This supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half (1/2) 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 employment, prior to the effective date of his retirement; provided however, that no such lump sum supplemental compensation payment shall exceed \$15,000.

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

ARTICLE TWENTY-FOUR

HEALTH BENEFITS

Section 1. The City agrees to provide each employee with health insurance coverage equal to that provided in the "New Jersey State Health Benefits Program." This coverage shall be fully paid by the City for all employees and their families. The type of benefits being provided are New Jersey Blue Cross and New Jersey Blue Shield coverage, Series 1420; Rider "J"; Major Medical Insurance; all more specifically provided for and explained in the brochure entitled "New Jersey Health Benefits Program."

Section 2. The City also agrees to provide a Prescription Coverage Plan for all employees and their families as follows:

1. \$5.00 co-pay for all name brand prescriptions
2. \$3.00 co-pay for all generic brand prescriptions
3. \$0.00 co-pay for all mail order prescriptions

Section 3. The City also agrees to provide a customary fee 50/50 New Jersey Dental Plan for all employees and their families.

(a) As options to coverage provided in Section 3, the City also provides group Dental Plans: Delta-Flagship Health Systems, Inc. and OraCare Dental Plan.

Section 4. Upon an employee's retirement (after he has had 25 years of service in the Fire Department of the City of Vineland) he shall be entitled to receive all of the then Basic Prescription Coverage Plan as described in Section 2 above, provided by the City of Vineland at the expense of the City of Vineland for the shorter of the following periods:

- (a) When said retired employee obtains employment having comparable Basic Prescription Coverage as described

in Section 2. (Once the job is obtained, the benefits terminate even if the employment terminates within five years.)

(b) When the retired employee becomes eligible for a federal or state subsidized prescription/pharmaceutical program.

Section 5. The City agrees to pay the cost of all above health benefit coverages for the term of this agreement.

Section 6. Employees on approved Leave of Absence, pursuant to regulations of the State Health Benefit Program, are responsible for payment of said health benefits in accordance with the applicable regulations.

ARTICLE TWENTY-FIVE

GRIEVANCES

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

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

Step 1: The employee shall submit his grievance in writing within four (4) calendar days after the occurrence of the grievance, in duplicate, to the Association Representative, who in turn shall forthwith file one (1) one copy with the Fire Chief, and said Association Representative shall forthwith attempt to settle the matter of the

grievance with said Fire Chief. Failure to file his grievance in writing as aforesaid shall bar the employee from any right to proceed further with any grievance.

If the grievance is filed in writing as hereinabove provided, and the matter taken up between the Association Representative and the Fire Chief fails to produce amicable settlement of the matter, the grievance shall then proceed to Step 2.

Step 2: If no adjustment has been reached at Step 1, then within five (5) days after Step 1, the Association Representative shall take the matter up with the Director of Fire and every effort shall be made to reach a mutually satisfactory solution.

Step 3: If no solution can be reached, the Association Representative shall refer the matter to the Association President within five (5) days immediately following the disposition of the grievance to Step 3, who shall take the matter up with the Business Administrator in an endeavor to adjust it amicably.

Step 4: If no solution can be reached, the Association Representative shall refer the matter to the Association President within five (5) days immediately following the disposition of the grievance to Step 4, the grievance will then proceed to arbitration.

Either party wishing to remove a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Association and the City. If the City and the Association cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment

Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Civil Service Commission of the State of New Jersey which might be pertinent, and render his award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and the Association. Any representative or officer of the Association required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Only the City or the Association may remove and present a grievance to arbitration.

ARTICLE TWENTY-SIX

EXTRACTIONAL AGREEMENTS

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

ARTICLE TWENTY-SEVEN

SEVERABILITY

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

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

ARTICLE TWENTY-EIGHT

UNIFORM MAINTENANCE ALLOWANCE

Section 1. The City agrees to pay to each uniformed employee the sum of \$500.00 per annum as a Uniform Maintenance Allowance. Because of the revision by the Federal Internal Revenue Service, the City in cooperation with the Union and employees has arranged for payment of an annual payment of \$500.00 to be paid by payroll check. The City agrees to pay once annually said allowance in the first payroll period of the month of December to all uniformed personnel covered by this contract and on the payroll as of said date.

In the event an employee terminates employment with the City, the uniform allowance payment will be the proportional amount accrued during the year of termination. Employees agree to maintain the uniforms in good and clean condition.

Section 2. The 1988 Federal Family Support Act requires employers to withhold income tax and Social Security on employee allowances effective January 1, 1989. The City had a waiver for 1989 reporting. However, this law affects all allowances paid on or after January 1, 1990.

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

ARTICLE TWENTY-NINE

UNIFORM ALLOWANCE

Effective January 1, 1991, the City agrees to provide the following work uniforms for the superior officers on a yearly basis: three (3) long-sleeve shirts three (3) short-sleeve shirts, three (3) trousers.

In the event any work uniform as stated above is damaged during the performance of a superior officer's duties, then the City agrees to replace or repair the said damaged work uniform based upon rules established by the Director and/or Fire Chief.

ARTICLE THIRTY

SAFETY

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

The City shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state and local laws.

Failure by employees to abide by safety regulations will result in disciplinary action.

ARTICLE THIRTY-ONE

K-9 OFFICERS

The City agrees to pay employees assigned K-9 duty for the Officer's personal care of the dog and the facilities in which the dog resides at a rate of \$5.05 per hour. It is agreed that such "Canine Care Hours" shall be reported weekly in writing and attested to by said Officers to the Chief of the Fire Department or his designee. It is further understood that costs for food, veterinarian care, materials and boarding away from the officer's residence when necessary shall be paid by the City.

It is further understood and agreed that "Canine Care Hours" shall be limited to those hours reasonable and necessary for the feeding, grooming, and medical care of the canine and for the maintenance of the

facility in which the canine resides and that said hours shall be paid at the straight rate and shall be "7k" exemption hours. It is further agreed that where possible, the medical care of the canine will be scheduled during regular shift time.

The effective date of this article is January 1, 1993.

ARTICLE THIRTY-TWO

FAIR LABOR STANDARDS ACT (FLSA)

It is acknowledged that the City was required on April 15, 1986 to comply with the provisions of the Fair Labor Standards Act and the regulations promulgated thereunder as they relate to officers covered by this agreement. The City has taken certain actions and reserves the right to take such other appropriate action or actions to ensure such compliance including but not limited to:

1. Election of the "7K" exemption for fire officers, two-hundred twelve (212) hour twenty-eight (28) day work cycle, for purposes of calculating overtime compensation payment requirements of the "Act."
2. Determination of "hours worked" in conformance with definitions of such hours as specified in the "Act". More specifically, "hours worked" as defined in the "Act" do not include meal time, vacation time, holiday time, personal time, and any other time not engaged in the "performance of Fire Department duties."
3. Establishing procedures to monitor and control hours worked and overtime;
4. The crediting of any payments made pursuant to this Agreement allowed by the "Act" against any overtime obligation incurred under the "Act";
5. Establishing such rules and regulations as may be necessary to ensure compliance with the provisions of the "Act".

ARTICLE THIRTY-THREE

TERM OF AGREEMENT

This agreement shall be effective as of January 1, 1992 and the terms and provisions of this agreement shall continue in full force and effect until December 31, 1994.

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

CITY OF VINELAND

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION LOCAL 249

By: [Signature]
MAYOR

[Signature]
PRESIDENT

[Signature]
CITY CLERK

NEGOTIATING COMMITTEE:

NEGOTIATING COMMITTEE:

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]

RESOLUTION NO. 93-62

A RESOLUTION APPROVING AGREEMENT NO. 2 BETWEEN THE CITY OF VINELAND AND THE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, NO. 249, FOR THE PERIOD JANUARY 1, 1992 THROUGH DECEMBER 31, 1994.

WHEREAS, the City of Vineland recognizes the Firemen's Mutual Benevolent Association, No. 249, as the sole and exclusive representative of certain employees of the Fire Department of the City of Vineland, for the purpose of collective bargaining negotiations concerning wages, salaries and other terms and conditions of employment; and

WHEREAS, the represented employees are those employees in the following titles pursuant to the Certification Docket No. RO-90-166 by the State of New Jersey, Public Employment Relations Commission dated August 22, 1990, as authorized by the New Jersey Employer-Employee Relations Act of 1968, as amended, as follows:

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

and

WHEREAS, such collective bargaining negotiations have been undertaken; and

WHEREAS, said negotiations have been completed and agreement has been reached between the City of Vineland and the Firemen's Mutual Benevolent Association, No. 249; and

WHEREAS, said proposal has been ratified by the Firemen's Mutual Benevolent Association, Local 249, on January 21, 1993.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland that said agreement, attached hereto and made a part hereof, be and the same is approved by the City of Vineland, with its effective date being January 1, 1992, and the execution thereof for and on behalf of the City of Vineland be and is hereby authorized and directed; and

BE IT FURTHER RESOLVED that the City of Vineland shall undertake to enact any such ordinance, rule or regulation which may be required in order to fully carry out the terms and conditions of the agreement herein approved.

Adopted: January 26, 1993

Mark Lusko

President of Council mr

ATTEST:

Dolores Lopez

City Clerk dl

C E R T I F I C A T I O N

I, Dolores Lopergolo, City Clerk of the City of Vineland, Cumberland County, New Jersey, do hereby certify that the foregoing Resolution is a true and correct copy of a Resolution adopted by the Council of the City of Vineland at a meeting held on January 26, 1993 at the City Hall, Vineland, New Jersey.

(S E A L)

Dolores Lopergolo
Dolores Lopergolo, RMC
City Clerk